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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS (CC & Rs)
FOR VIEW POINTE AT THE RANCH SUBDIVISION
PLAT NUMBER 2000-93**

This Declaration of Protective Covenants, Conditions, and Restrictions (CC & Rs) of made this 5th day of November, 2020, by Arctic Devco, Inc., an Alaska business corporation, who is the sole owner of the real property known as View Pointe at The Ranch Subdivision, with the mailing address of PO Box 3489, Palmer, AK 99645, hereinafter referred to as "Declarant."

RECITALS

- A. Declarant is the owner of certain real property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described in **Article 2** hereinafter referred to as the "Subdivision".
- B. Declarant desires to subject or impose upon the Lots in the Subdivision certain covenants, conditions, and restrictions for the development and benefit of the Subdivision and its present and subsequent Owners.
- C. In addition to the enforcement rights granted to the Association and Lot Owners herein, Declarant shall also have the power to enforce such covenants, conditions, and restrictions contained in this Declaration for a period of ten (10) years from the date of recording.

NOW, THEREFORE, Declarant hereby declares all of the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations (CC & Rs), for the purpose of protecting the value and desirability of and to run with the land and be binding on, and inure to the benefit of each Lot Owner.

Article 1
DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean and refer to such individual(s) designated by Arctic Devco, Inc. for so long as Declarant owns at least one Lot in the Subdivision. At any time, Declarant may discontinue the Committee and the approval requirements of Article 6 by recording notice that it has done so in the Palmer Recording District,

Third Judicial District, State of Alaska. Discontinuation of the Committee and the approval requirement shall not in any way amend or terminate the remaining CC & Rs of this Declaration.

Section 1.2 “Declarant” shall mean and refer to Arctic Devco, Inc. and its respective successors and assigns of Declarant rights described herein.

Section 1.3 “Lot” shall mean and refer to any lot of land identified in Article 2.

Section 1.4 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of (1) a fee simple absolute interest, (ii) undivided portion or part of a fee simple absolute interest, or (iii) leasehold interest (including extensions options) of 40 years or more, in any Lot which is part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Article 2

APPLICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC & Rs)

The CC & Rs of this document apply to the property known as:

Lots 15-19, Block 1, Lots 1-4, Block 2, Lots 1-4, Block 3, Lots 1-9, Block 5, Lots 1-11, Block 6, Lots 1-3, Block 7, Phase I of View Pointe at The Ranch Subdivision, Plat No. 2020-93, located in the Palmer Recording District, Third Judicial District, State of Alaska

the “Subdivision.”

Nothing contained in this Declaration shall in any manner apply to any future tracts or phases of Development unless specifically added to the Subdivision by Declarant in accordance with Article 8.5. Nothing contained herein shall in any manner empower any Owner of any Lot to in any manner determine the uses or purpose which the undersigned herein may decide upon for the future tracts or phases in the development. Nothing contained herein shall constitute authority for any homeowner’s association or Lot Owners to exercise any rights granted by statute or ordinance which has the effect of limiting the commercial, development or other uses to which the future tracts or phases of the development may be utilized by the undersigned herein.

Article 3

NAME AND MEMBERSHIP IN HOMEOWNER’S ASSOCIATION

Section 3.1 **Name**. The name of the Association will be View Pointe at The Ranch Subdivision Homeowner’s Association, Inc. It is to be formed and organized as a Non-Profit Corporation under the laws of the State of Alaska.

Section 3.2 **Membership**. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated



from Ownership of any Lot, which is subject to assessment. The membership of each Lot Owner shall terminate when he or she ceases to be a Lot Owner and upon the sale, transfer or other disposition of such Lot, his or her membership in the Association shall automatically be transferred to the new Lot Owner. Members of the Association shall be Owners with one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall, however, be exercised as the multiple Owners among themselves determine, but in no event may more than one vote be cast with respect to any Lot.

Article 4
BOARD OF DIRECTORS

The Board of Directors of the Association shall consist of not less than three (3) and not more than five (5) members. The Declarant shall designate the initial three (3) Board of Directors and this Board shall continue in office until Declarant has sold ninety-five percent (95%) of the Lots in the Subdivision, unless Declarant elects to waive its period of Board control under this Article by providing written notice to the Members. The Directors elected to replace the initial Board shall be elected in the manner provided in bylaws adopted by the Association.

The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Articles of Incorporation, the By-laws or any applicable statutory law. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association allowed by law, which shall also include, but not be limited to, the following:

- (a) Collect assessments from Owners;
- (b) Institute, defend or intervene in litigation, administrative proceedings or seek injunctive relief for violations of the Association's Articles, By-laws, or the CC & Rs in the Association's name on behalf of the Association, on matters affecting the Association;
- (c) Make contracts and incur liabilities, including the right to hire professional managers, accountants, lawyers, and other independent contractors to carry-on the affairs of the Association;
- (d) Provide for the indemnification of the Association's officers and Board of Directors, and liability insurance;
- (e) Impose a reasonable charge for late payment of assessments and, after notice to the relevant Owner and the opportunity for such Owner to be heard, levy a reasonable fine and interest for any violations of this Declaration and By-laws, whether such violations be related or unrelated to assessments, and such charges, interest and fines may be imposed on a continuing basis until the relevant violation is cured;



- (f) Acquire, take title and hold, encumber or convey in its own name any right, title, or interest to real estate or personal property;
- (g) Levy assessments; and
- (h) Enter upon and undertake any landscaping in an easement or right of way within the Subdivision that the Association deems beneficial for the appearance of the Subdivision to promote uniformity of appearance.
- (i) The Board shall have the power to adopt, amend and repeal such rules and regulations as it deems reasonable for the maintenance an operation of the Subdivision consistent with this Declaration.

Article 5
COVENANT FOR MAINTENANCE & ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; and (2) special assessments, such special assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which it is assessed, and shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 5.2. Purpose of Assessments. The assessments or charges levied by the Association shall be used exclusively for the purpose of directly and indirectly promoting the aesthetics, recreation, health, safety, enjoyment, and welfare of the Owners of Lots and for the construction, improvement and maintenance of improvements, services and facilities devoted to such purposes ("Common Elements"). At this time, the Association's Common Element responsibilities may include the maintenance of the Subdivision sign, the mailboxes, and streetlights. Declarant reserves the right to include additional Common Elements for management by the Association and inclusion in the Association budget for assessments or charges, including any additional property added to the Subdivision by the Declarant after recording of this instrument.

The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the Subdivision common elements.

Section 5.3. Budgets. At the termination of Board control by the Declarant, whether under Article 4 or if waived by the Declarant, the elected Board of Directors shall adopt a proposed budget for the Association, which shall establish the amount of assessments due pursuant to this Article. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall provide a summary of the budget to each Owner and shall set a date for an annual meeting of the



Owners for ratification of the budget in accordance with state law. If the proposed budget is rejected, the terms of the periodic budget last approved continues until the Owners ratify a budget proposed by the Board of Directors.

Section 5.4. Date of Commencement of the Annual Assessment; Due Dates. The annual assessments provided for herein shall commence upon activation of the Association, unless the Declarant elects to continue to bear the cost for the operating expenses of the Association, whereupon the commencement date shall be postponed on an annual basis. Prior to the commencement of annual assessments, Declarant shall bear the cost of the operating expenses of the Association. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due date(s) shall be established by the Board of Directors, which may also provide for the payment of such assessment on a monthly or other periodic basis.

Section 5.5. Rates of Assessment. Assessments shall be fixed at a uniform rate in accordance with the law in effect on the date of each annual or special assessment for all Lots. Fees, charges, fines (whether such be related or unrelated to assessments), late charges, collection cost, and interest charged shall be assessed solely against the Lot and Lot Owner to which they are attributable.

Section 5.6. Effect of nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot by any procedure provided by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot or Owner from liability for any assessments thereafter becoming due or the lien therefor. The Association lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association may have hereunder and by law, including but not limited to a suit to recover a money judgment for unpaid Assessments from the Owner.

Section 5.7. Priority of Association Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 Assessments 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 the institution of an action to enforce the lien. This Section does not affect the priority of a mechanic's or materialman's lien.



Section 5.8. Re-Sale Certificates. There will be a \$100 transfer fee charged by the Association to prepare Resale Certificates.

Article 6
ARCHITECTURAL CONTROL

Section 6.1. Architectural Review Procedures. No structure shall be placed, erected or installed on any lot, and no improvement (including staking, clearing, exaction, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping) (hereinafter "construction activity") shall take place except in compliance with the provisions of this Declaration and upon the written approval of the Architectural Control Committee ("Committee") as provided in this Article. Fifteen (15) days prior to the start of any construction activity, a complete application for review by the Committee shall be delivered to both:

Physical Copy

Architectural Control Committee
c/o Arctic Devco, Inc.
PO Box 3489
Palmer, AK 99645

Electronic Copy

arcticdevcoinc@gmail.com

Note: Approval may be waived by the Committee in whole or in part for lot development by a licensed contractor with whom Declarant has previous experience and who is developing the property for resale to the public and not as a custom home for a particular buyer.

Section 6.2. Application. The application shall include the name, address and telephone number of the Lot Owner seeking approval and two complete sets of specific plans showing the proposed construction and location. The materials provided shall include at least:

- A. The nature of the improvements sought, its kind, shape and height and materials proposed;
- B. A site plan showing existing and proposed topography, site improvements and Lot lines;
- C. Building plans to scale, including all exterior elevations and total square footage;
- D. A schedule showing the type, colors and texture of all materials visible from the Lot line and adjoining lots. Samples may be required to demonstrate the appearance of the proposed improvements. Upon receipt of a submission, the Committee may request additional information deemed necessary in order to perform a review of the proposal; and



E. The name, address, and phone number of the Owner's construction contractor.

Section 6.3. Timing. Within fifteen (15) days of receipt of all necessary materials, the Committee shall act to approve or disapprove the proposal. In the event that Committee fails to notify the applicant within thirty (30) days, the proposal shall be deemed approved so long as the building(s) fully comply with the requirements of this Declaration. Approval notification may be delivered orally, to be followed with written confirmation.

All applicants are hereby notified that approval may be subject to conditions requiring a change in the proposal (for instance, relocation of a structure, change in site grading or exterior siding, etc.); therefore, absolutely no construction or land clearing is permissible without the express approval of the Committee.

Section 6.4. Limitations of Review. The Committee review does not imply any review of the adequacy of plans or specifications for strength, suitability or durability, including structural design. The Committee shall not be responsible for any defects in any building or structure erected in accordance with such plans and specifications; the purpose of the controls reserved hereby being to insure the conformity and harmony of such building and structures as to quality, external design and location in relation to surrounding structures and topography. Neither the Declarant nor the Committee shall be liable for any injury, damage, or loss arising out of the manner or quality of approved construction activities.

Section 6.5. Submittals Retained. All materials submitted to the Committee will be retained in the Committee's files. Upon completion of construction, the Owner will provide an as-built survey to the Committee for retention in its files. Foundation as-built documentation may be required by Declarant, or any lender, prior to proceeding with construction.

Section 6.6. Changes and Modifications. Any change to the approved plans that affects the outside appearance, grade or location, before, during or after the construction of any structure must first be submitted to the Committee for approval in accordance with this Article.

Section 6.7. Injunction. Without in any way limiting the other provisions of this Declaration concerning enforcement, the failure to submit an application for Committee approval or construction contrary to an approved application would result in irreparable harm entitling the Declarant, Committee and the Association to ex parte, temporary and permanent injunctive relief.

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Article 7
RESTRICTIONS ON USE OF LOTS

Section 7.1. Residential Lot Use and Building Type. No Lot shall be occupied or used for any purposes other than *one (1) single family residence*, except that professional or business



uses may be conducted in a dwelling provided said use is incidental to use of the dwelling for residential purposes, shall not require regular visits from the public or unreasonable levels of traffic, parking, mail, shipping, trash or storage. Further, non-residential activities must comply with governmental regulations addressing home occupations. Home occupations shall not increase in any way the street traffic within the Subdivision. Daycare or childcare businesses are not allowed in the subdivision. No out-houses of any kind, tent, shed or trailer, or any temporary dwelling, shall be erected or maintained on any Lot or be used for living purposes, nor shall any garage be used for dwelling purposes.

Section 7.2. Nuisances. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon, which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. No vehicles or equipment shall be parked or placed in a public right-of-way or a public street within the Subdivision.

Section 7.3. Pets, Livestock and Poultry. 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 three animals of any type (e.g., three dogs and one cat) 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 within the term "commercial purposes." A maximum of two adult dogs may be kept on any Lot. No vicious animal, as defined by local ordinances may be kept on the Lot. The owner must confine all animals to the Lot at all times, except when under direct physical control. No animal may be kept unless the reasonable expectation of other Lot Owners to peace, quiet and a sanitary environment is maintained so that other Owners are not subjected to unsightly Lots, uninvited animals on their Lot, noises or odors. All animal excrements including manure must be properly disposed of so as not to cause odor, contamination or unsightliness. Chaining of animals is not allowed.

Section 7.4. Commercial Vehicles. No commercial vehicles or similar construction equipment shall be parked, placed, erected, or maintained on any Lot for any purposes except during the period of construction or active loading or unloading. A commercial vehicle is a self-propelled or towed vehicle used upon streets and highways to transport property or passengers in commerce and has a gross vehicle weight rating greater than 10,000 pounds. Intermodal shipping containers, container vans and Conexes shall not be placed or used anywhere on a Lot except during the period of construction of the primary residence.

Section 7.5. Vehicles, Boats, Campers, Inoperable Vehicles, etc. Inoperable vehicles shall not be allowed, except that an inoperable vehicle temporarily in operative and held for repair by the Owner or under the Owner's direction for a period not to exceed thirty (30) days (subject to the availability of parts) shall not be a considered a violation of this provision. A vehicle, which is otherwise operable but is not used or moved for a period of more than forty-five (45) days shall be considered an inoperable vehicle for purposes of this provision. Boats, recreational vehicles, snowmobiles or other machinery used on a regular basis shall be kept on a pad immediately



adjacent to the dwelling or garage that does not extend beyond the front of the garage and is screened from view on all other sides by an approved opaque fence not less than six feet in height. Boats, recreational vehicles, snowmobiles or other machinery shall be kept in a garage or other structure suitable for such purpose, screened from view in accordance with this Section. The purpose of this provision is to keep unsightly equipment unused, out of sight to the greatest extent possible. No repairing, dismantling or assembling of any vehicle, boat, snowmobile or any other power-driven machines will be permitted on any Lot in view of any other Lot. No recreational vehicles or equipment not actually being used may be parked on the street. RV trailers, ATVs, boats, greenhouses, snowmobiles, raised vegetable beds, tree forts, trampolines or playground equipment shall not be kept on front lawns and shall be screened from view from any front, side, and rear street views.

Section 7.6. Fences. No fences or wall shall be erected until the plans are approved in writing by the Committee as to the location, height, and quality of workmanship and materials. No fence may extend forward of the line parallel to the front door. All fences parallel to a public right of way must be constructed of wood, decorative metal or other architectural materials and be installed in a professional manner and be maintained as an attractive addition to the Lot. Chain link, barbed wire, and welded wire fences are not allowed. Wood fences, if installed, must be of treated wood or color impregnated. Under no circumstance shall raw wood products be allowed.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner Lot within ten feet (10') of the "Curve Return Radius" of the Lot lines and intersection of the street lines.

Section 7.7. Garbage Refuse and Stump Disposal. 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, or other waste shall be disposed of only by depositing same into designated trash containers and shall be regularly removed from the Lot to avoid creating odors, attracting animals or creating an unsightly nuisance. Any refuse containers shall be kept out of sight, in a clean and sanitary condition within the garage, except for garbage "pick-up" purposes. 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 any materials, in excess of those needed for construction in progress on improvements on the premises, is prohibited, including materials such as scrap metal, building supplies, wood, fallen trees, stumps, etc. Wood used for home heating is permitted. No burning of trash, garbage, refuse, or other waste shall be permitted.

Section 7.8. Signs. No sign of any kind shall be displayed to the public on any Lot except one sign of not more than five square feet advertising the Lot for sale or rent, or signs by a builder company or by Declarant, to advertise the Lot during the construction sales period. Declarant reserves the right to place one or more permanent signs of any size, and related monument at or near the entrance of the Subdivision. NO ONE EXCEPT DECLARANT (or builder(s) approved by the Declarant) IS TO PLACE A "FOR SALE", "MODEL HOME", "OPEN HOUSE" or "GARAGE SALE" sign(s) in the common area entry of the Subdivision at any time. Such or similar marketing materials will be immediately removed and disposed of. For sale signs



by builders/real estate brokers must be marked as "sale pending" while under contract and be promptly removed after the home is sold. Declarant or Association shall have the right to remove "for sale" signs or builders signs that are not removed after the home is sold and closed. Any and all "for sale" signs that are no longer applicable during the course of a transaction may also be removed and disposed of by the Declarant.

Section 7.9. Windows and Facades. No garments, rugs, sheets, or tin foil shall be hung from in windows of the improvements to a Lot. Only customary curtains or shades or draperies or stained glass or some combination thereof, visible from the exterior of the improvements to a Lot shall be used.

Section 7.10. Maintenance. The Owner of each Lot within the Subdivision shall maintain said Lot in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

Section 7.11. Storage Tanks. Storage tanks are not permitted on or beneath any Lot at any time, except for one (1) water tank, or two (2) water pressure tanks which shall be installed in the garage or crawl space.

Section 7.12. Re-Subdivision of Lots. The Declarant retains the right to re-subdivide any Lot owned by the Declarant. No other re-subdividing or reconfiguring of any Lot is permitted without prior written approval of the Declarant.

Section 7.13. Cannabis. Lots in the Subdivision shall not be permitted to grow cannabis for the purpose of selling or distributing medical, commercial, or recreational marijuana.

Section 7.14. New Construction, Modifications or Alterations. The Committee shall govern the design, development, architecture and construction of land improvements, residences and any other improvements, upon all or any portion of the Subdivision. No building, structure, fence or other improvement (including regrading of the site), shall be constructed, modified, placed, erected, repainted, altered or made without the express approval of the Committee. Once a particular plan, work of improvement, or project, has been approved by the Committee, any work or construction shall be performed in strict conformance with the plan, work or project submitted to and approved by the Committee. No permission or approval shall be required to rebuild a residence or ancillary structure in substantial accordance with the original design and construction, or to remain in accordance with the originally approved color scheme, or to repaint or remodel the interior of any residence.

Section 7.15. Residence Height. Each residence located in View Pointe at The Ranch may be of a height no taller than 36 feet.

Section 7.16. Residence Quality, Style and Size. Each Lot shall have no more than one single-family residence of a size not less than 1,500 square feet for single-story residences (ranch style) or 1,700 square feet for two-story residences of finished gross floor area for building/living space (excluding porches, garages, covered patios or sun-decks). Each residence must have, at a



minimum, an attached two-car garage. All driveways and parking areas must be paved. 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 new and good quality. Building 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 roofing or siding material. Dwellings with a basement area, whether walkout or daylight, the basement area may remain unfinished after the date of 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.

Section 7.17. Exterior Appearance, Colors and Materials. To ensure the development of the Subdivision as a subdivision of high standards, the Committee shall be responsible for approving exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the Committee shall have the power to approve any exterior color and/or trim before application, and may refuse to grant approval, and may make such exceptions to the choices, as it deems appropriate without adversely affecting the overall appearance of the neighborhood. Overly vibrant colors will not be allowed, nor will color schemes that clash with the Subdivision's overall appearance. Materials shall be new products, not repurposed, and consistent with new construction standards in the Matanuska-Susitna Borough. Exterior colors shall be restricted to neutral or soft "earth tones" as determined by the Committee. The exterior colors must be approved by the Committee PRIOR to application of the paint. No Owner of any Lot shall alter the exterior color(s) of any structure situated within or forming part of the Subdivision unless written application is submitted to and approved by written endorsement thereon by the Committee. Siding materials commonly known as T-111 will not be approved for sides of the structure facing any roadway. Dwellings facing two streets (corner lots) must be sided with lap siding or man-made materials that enhance the elevation appearance. Metal roofing products are not allowed on any wall surface areas. Metal siding products are not allowed. No antennas or radio/internet towers are permitted. Satellite or receiver dishes for internet are permitted provided that they do not interfere with neighboring Lots' views.

Section 7.18. Placement of Structures. Placement of structures, setbacks, and the location of any and all man-made structures are subject to the approval of the Committee. No residence, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. The setback requirements shall not be less than required by Mat-Su Borough Code and State of Alaska Statutes.

Section 7.19. Completion of Construction. Once commenced, any construction of a residence must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed ten (10) months, except for certain interior unfinished areas; and asphalt installation and exterior painting, which may be extended due to weather conditions if approved in advance by the Committee. All outbuildings must be completed six (6) months from the start of construction. During the course of construction of any improvement on any Lot, the Owner or builder shall protect pavements, shoulders and utilities and maintain a clean work area



to assure that no construction materials are loose and free to blow into neighboring Lots. No building may be occupied during the construction period prior to certification of occupancy.

Section 7.20. Additional Off-Street Parking. In addition to the two-car garage requirement set forth above, at the time a permanent dwelling is built, adequate off-street parking for at least two automobiles shall be provided for on each Lot.

Section 7.21. Oil, Gravel 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. Gravel, soils, or other natural materials may not be removed from any Lot or property within the Subdivision or used, except for Committee authorized development on the same Lot. Declarant retains the right, in its sole, exclusive and unlimited discretion, to remove gravels and soils from any of the Lots or tracts that are subject to these CC&Rs so long as such removal occurs prior to the sale of that particular property.

Section 7.22. Sewer Disposal Systems. Each Lot will have its own septic waste system. All such systems must be installed in compliance with and be certified by the State of Alaska, Department of Environmental Conservation (DEC). No structure may be placed upon any Lot that will have an elevation on the lowest floor, including a basement or crawl space, of less than four (4) feet above the highest known water elevation. Owners must verify existing water table prior to installing a septic system or house foundation.

Section 7.23. Snowmobiles and ATVs, etc. Snowmobiles and ATVs shall not be operated on the streets, right of way or utility easements in the Subdivision. No snowmobiles or ATVs shall be operated when such operation constitutes a violation of state statutes or ordinances of a political subdivision where the Lot is located. ATVs, snowmobiles, off road bikes, and sledding are not permitted on the private properties that adjoin the Subdivision which are owned by the Declarant as of the recording of these CC&Rs.

Section 7.24. Landscaping. Upon completion of any improvements upon the Lots subject to these CC&Rs, but not later than one year after occupancy of the residential dwelling, the landscaping of all disturbed areas 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 or the residential dwelling unless this period of time is extended by the builder and Lot Owner and approved by the Committee.

Section 7.25. Temporary Structures. Except as stated in this Section, 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 and approved by the Committee. No temporary structure, mobile home, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the Lot; however, trailers or temporary structures for use incidental to the initial construction of improvements may be used thereon and shall be removed within 30 days after



completion of construction on the project. No playground equipment, playhouses, tree forts, swings, slides, or trampolines may be placed in the front yards of any Lot.

Section 7.26. Compliance with Law. All construction activities on a Lot shall comply with all applicable federal, state, and local laws and regulations at Owner's sole expense. Owner shall be responsible to comply with all permitting requirements of applicable government authorities.

Section 7.27. Water Service. A water system exists that is connected to each Lot. Individual Lot owners will pay a user fee for water service to the operator of the water system. All Lot owners are required to connect to the water system; no private wells shall be permitted on any Lot. The operator of the water system shall have access to shut off valves on all Lots for maintenance and emergencies. Each Lot owner shall comply with the equipment and use requirements set forth by the operator of the water. The Association does not own, control, manage or operate the water system.

At the time of recording of these CC&Rs, the water system operator is Eagle Utilities, Inc., which has been approved by the regulatory system of Alaska. The regulatory commission has provided Eagle Utilities, Inc. with a tariff to charge each Lot owner. The covenants contained in this section shall apply equally to any successor water operator serving the Subdivision.

Article 8

LIMITED RIGHTS AND EASEMENTS OF DECLARANT

Section 8.1. Declarant Reservation. Declarant intends to develop and market, from time to time, the Subdivision. Development may include both site or land development and construction. To assure Declarant's ability and right to develop and market the Subdivision without hindrance of interference, in addition to all other rights, easements and reservations in favor of Declarant herein established or reasonable implied therefrom, and not by way of limitation, the following provisions shall apply in accordance with borough and state law.

- A. Declarant may maintain sales offices, "model homes", signs and other reasonable marketing facilities for the purpose of selling Lots (improved or unimproved) in the Subdivision.
- B. During actual development and construction, Declarant may use, and store, development and construction equipment and materials (including temporary storage and construction office space) on or about the Lots except Lots owned by an Owner other than the Declarant.
- C. None of the provisions of this Declaration above shall apply to, restrict, or unreasonably hinder Declarant in the development, construction and marketing of the Subdivision.



Section 8.2. General 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 easement areas, no structure, planting or other material with the exception of grass or other acceptable ground cover, shall be placed nor permitted to remain, which may (i) damage or interfere with the installation and maintenance of utilities, (ii) change the direction or flow of surface water, or (iii) obstruct or retard the flow of water through other drainage channels. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for improvements that are the responsibility of a public authority or utility company. All Lots are required to install culverts in their driveway easements to facilitate drainage, the flow of water during "break-up," and as required by the Mat-Su Borough Code.

Section 8.3. Property Inspection and Entry. For the purpose of performing inspections to verify compliance of these CC & Rs, the Declarant, and its duly authorized designees, shall have the right at reasonable times and upon reasonable written notice, to enter upon any Lot to view the exterior of any structure or improvements thereon, and such activity by them or any of them shall not give rise to any legal or equitable remedy against them or any of them, including but not limited to an action for trespass.

Section 8.4. Conveyances. All conveyances of Lots hereafter made, whether by Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof, even though no specific reference to such easements appears in any such conveyance.

Section 8.5. Addition of Phases and Lots to the Subdivision. For a period of ten (10) years from the date of recording of this instrument, Declarant retains the right to add additional property to the Subdivision to which these CC&Rs shall apply, whether identified as Lots, Tracts, Phases or otherwise, by recording an instrument so stating, legally describing the added property, and referencing these CC&Rs, which shall be recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

Article 9

ENFORCEMENT, TERM, AND GENERAL PROVISIONS

Section 9.1. Enforcement.

- A. The Declarant and an individual Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or restrictions herein contained. Failure to enforce a portion of these covenants, conditions and restrictions shall in no event be deemed a waiver of the right to do so thereafter.
- B. In any action to enforce the provisions of this Declaration the prevailing party shall be entitled to recover actual reasonable attorney's fees and court cost.



- C. Establishing uniformity in the Subdivision is one of the goals of the provisions of this Declaration. Since it is difficult to determine damages for the violation of this principal of uniformity over time, the prevailing party in any action to enforce the provisions of this Declaration shall be entitled to recover liquidated damages in the amount of \$25.00 per day for each day the condition, which is the subject matter of the action to enforce, exist, provided that any recovery against an Owner under this provision. Each violation of these covenants shall give rise to a separate liquidated damage recovery.
- D. This liquidated damage award shall increase, but not decrease, every five (5) years from the date of this Declaration to match the equivalent increase, in any, in the Consumer Price Index for Urban Wage earners and Clerical Workers: U. S. City Average, All Items 1967 equal \$100.00, issued by the Bureau of Labor for December 1991 as the price index figure. All liquidated damage provisions contained in this Declaration shall be adjusted in accordance with the provision.

Section 9.2 Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of 35 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, except that:

- (i) Except as described in Section 8.5, the Declarant may amend the Declaration at any time provided it owns at least five percent (5%) of the lots in the Subdivision, or less than five (5) years have passed since the recording of this Declaration;
- (ii) amendment by not less than 75% of the Owners based upon one vote for each Lot owned, if such amendment(s) is made during the initial 35-year period following recordation of this Declaration;
- (iii) amendment by not less than 67% of the Owners of Lots, based upon one vote for each Lot owned, if such amendment(s) is made after the end of such 35-year period.

Section 9.3. Successors and Assigns. Each of the covenants, conditions and restrictions set forth herein are intended to burden all Lots contained within the Subdivision. Each and every Owner or any person having any interest in, or to, any portion of the Subdivision shall be bound by the covenants, conditions, and restrictions contained herein.

Section 9.4. Severability. Should any provisions or any portion hereof be declared invalid or in conflict with any applicable law, that provision shall be several and the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.



Section 9.5. Record of Title Owner. Whenever this Declaration refers to the title owner, Lot 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 assessment publicly available online database.

DATED as of the date first above written.

Declarant Arctic Devco, Inc.

By: Rexford L. Turner
Rexford L. Turner, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 5th day of November, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Rexford L. Turner, President of Arctic Devco, Inc., an Alaska business corporation, to me known and known to me to be the Declarant of the real property known as View Pointe at The Ranch Subdivision, and did acknowledged to me that he executed the foregoing Declaration for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year last above written.

STATE OF ALASKA
NOTARY PUBLIC



Maria Estes

My Commission Expires February 22, 2021

[Signature]
Notary Public in and for Alaska
My Commission Expires 2/22/21

Return to Declarant





**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS (CC&Rs) FOR
VIEW POINTE AT THE RANCH SUBDIVISION**

This AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) FOR VIEW POINTE AT THE RANCH SUBDIVISION, is made this 3 day of November, 2023, by the Declarant, pursuant to Articles 8.5 of the original Declaration of Protective Covenants, Conditions, and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, which were recorded November 5, 2020 as Instrument No. 2020-028500-0 in the records of the Palmer Recording District, Third Judicial District, State of Alaska (the "CC&Rs").

Additional lots were subsequently added to the CC&Rs by instruments recorded October 11, 2021 as Instrument No. 2021-030225-0, April 12, 2022 as Instrument No. 2022-008097-0, and October 16, 2023 as Instrument No. 2023-018969-0, all recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

Article 2 of the CC&Rs is hereby amended and restated as follows:

The CC & Rs of this document apply to the property known as:

Lots 15-19, Block 1, Lots 1-4, Block 2, Lots 1-4, Block 3, Lots 1-9, Block 5, Lots 1-11, Block 6, Lots 1-3, Block 7, Phase I of View Pointe at The Ranch Subdivision, Plat No. 2020-93, located in the Palmer Recording District, Third Judicial District, State of Alaska, and

Lots Twelve through Seventeen (12-17), Block Six (6), and Twenty through Thirty-Two (20-32), Block One (1), View Pointe at the Ranch, Addition No. 1, Phase 1, according to the official Plat thereof, Plat No. 2021-105, recorded in the Palmer Recording District, Third Judicial District, State of Alaska, and

Lot 31A, Block 1 and Lot 4A, Block 2, View Pointe at The Ranch 2021, according to the official Plat thereof, Plat No. 2022-3, recorded in the Palmer Recording District, Third Judicial District, State of Alaska, and

Lots One through Fourteen (1-14), Block One (1), Five through Ten (5-10), Block Three (3), One through Eight (1-8), Block Four (4), and Ten through Fifteen (10-15), Block Five (5), View Pointe at The Ranch, Addition No. 1, Phase 2, according to the official Plat thereof, Plat No. 2022-31, recorded in the Palmer Recording District, Third Judicial District, State of Alaska, and

Lots 16-18 and Lot 40, Block 4, Lots 20-34, Block 5, and Lots 4-18, Block 7, View Pointe at The Ranch Addition No. 1, Phase 3, according to the

official Plat thereof, Plat No. 2023-112, recorded in the Palmer Recording District, Third Judicial District, State of Alaska,

all collectively the "Subdivision."

DATED as of the date first set forth above.

Declarant: Arctic Devco, Inc.

By: Rexford L. Turner
Rexford L. Turner, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 3 day of November, 2023, personally appeared Rexford L. Turner, President of Arctic Devco, Inc., an Alaska corporation, known to me to be the person who executed the above and foregoing instrument, and acknowledged that he executed said instrument freely and voluntarily on behalf of Arctic Devco, Inc. for the uses and purposes therein mentioned.

WITNESS my official hand and seal the day and year in this certificate first above written.



Official Seal
STATE OF ALASKA
Notary Public
A'Leana Sorenson
Commission Expires: 08/08/2026

[Signature]
Notary Public in and for Alaska
My commission expires: 8/8/2026

Return To:
Arctic Devco, Inc.
PO Box 3489
Palmer, AK 99645

