



CC

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS (C, C & R's)
FOR SNOWGOOSE POND SUBDIVISION
PLAT NUMBER 2002-70.**

This declaration made this 31st day of July, 2002, by Ken E. & B.L. Kincaid, which are the sole Owners of Snowgoose Pond Subdivision, with the mailing address of P.O. Box 2444 Palmer, Alaska 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 **Section 2.1** and shown on the attached Exhibit A (the Snowgoose Pond Subdivision and proposed Addition Number 1 described on Exhibit A are hereinafter referred to as the "Subdivision").
- B. Declarant desires to subject or impose upon the subdivision certain covenants, conditions, and restrictions for the development and benefit of the Subdivision and its present and subsequent Owners.
- C. The power to enforce such covenants, conditions, and restrictions is to lie with the Declarant and the yet to be formed Snowgoose Pond Subdivision Home Owner's Association, which is to be organized as a non-profit corporation under the laws of the State of Alaska (the "Association").

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 (sometimes referred to herein collectively as "Covenants, conditions and Restrictions" or "C, C & R's"), for the purpose of protecting the value and desirability of and to run with the Property and be binding on, and inure to the benefit of all persons now or hereafter any right, title or interest in the Subdivision.

Article 1

DEFINITIONS

Section 1.1. "Association" shall mean and refer to the yet to be formed Snowgoose Pond Home Owner's Association, its successors and assigns. The Declarant shall form the Association at the earlier of i) within 24 months of the recording of this document or ii) when 50% of the plated lots are sold. Prior to formation of the Association, all powers given the Association shall reside with the Declarant.

Section 1.2. "Common Expenses" shall mean expenses for which Owners may be assessed pursuant to Article 6 herein.

Section 1.3. "Declarant" shall mean and refer to Ken E. & B.L. Kincaid and their respective successors and assigns.

Section 1.4. "Lot" shall mean and refer to any Lot or Parcel of land shown upon the recorded subdivision map of the Property.

Section 1.5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of (i) 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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.6. "Residential Unit" shall mean and refer to the Lots, forming part of the Property intended for use and occupancy, under independent Ownership, as a single family residence, and shall unless otherwise specified, include within its meaning only single family detached houses on the separately platted Lots, and may be developed, used and defined herein. NO LOT MAY BE SUBDIVIDED, OR MADE INTO ADDITIONAL RESIDENTIAL UNITS AT ANY TIME BY ANY LOT OWNER OTHER THAN THE "DECLARANT".

Article 2

APPLICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (C, C & R's)

Section 2.1. The Covenants, Conditions and Restrictions (C, C & R's) of this document apply to the property known as Lots 1 thru 22 (inclusive) Block 1, Lots 1 thru 5 (inclusive) Block 2 and Lots 1 thru 4 (inclusive) Block 3 Snowgoose Pond Subdivision according to plat number 2002-70. In addition, Tract 1 Snowgoose Pond Subdivision Plat 2002-70, Tract 1 Ptarmigan Heights Subdivision Plat 2000-72 and the northwest 390.06' by 1,950.55' of Waiver Parcel Number 2 of Mat-Su Borough Waiver Number 2001-075-PWM are in the process of being filed as Snowgoose Pond Subdivision Addition Number 1. The Proposed plat has received preliminary approval from the Mat-Su Borough Platting Board and includes Lots 23 thru 36 (inclusive) Block 1 and Lots 5 thru 8 (inclusive) Block 3 Snowgoose Pond Addition Number 1. All of these lots are shown as Exhibit A.

Article 3

NAME, TYPE AND MEMBERSHIP OF ASSOCIATION

Section 3.1. The name of the Association is the yet to be formed Snowgoose Pond Home Owner's Association. 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. The Association may issue certificates evidencing membership therein.

Section 3.3. Voting Rights. The Association shall have two classes of voting membership.

Class A Class A Members shall be all 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. The Declarant shall not be a Class A Member until the Class B membership of Declarant ceases and becomes converted to Class A membership.

Class B Class B member(s) shall be the Declarant plus its successors and assigns. Class B Member(s) shall be entitled to three (3) votes for each Lot owned. The Class B member shall cease and be converted to a Class A Membership on the earlier to occur to the following events:

- (a) when the total votes outstanding in Class A membership equals the total votes in the Class B membership, or
- (b) two years after the Declarant have ceased to offer units for sale in the ordinary course of business.

Article 4 **BOARD OF DIRECTORS**

The Board of Directors shall consist of three (3) members. The Declarant shall designate the initial Board of Directors and this Board shall continue in office until Declarant has sold fifty-one percent (51%) of the Lots in the Subdivision (including the lots in addition No. 1). 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 Declarations or By-laws in the Association's name or behalf of the Association or two or more Owners 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 for any violations of this Declaration and By-laws, whether such violations be related or unrelated to assessments; such charges 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, enter upon and undertake any landscaping in a landscape or buffer easement disclosed on the plat or individual Lot title reports that the Association deems beneficial for the appearance of the subdivision, including to promote uniformity of appearance.

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 each such attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property 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. The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements, if any, of the Common Area which must be replaced on a periodic basis and are payable in regular installments rather than by special assessments. Notwithstanding the forgoing, Owners may be required to pay certain fees ("optional user fees") for services provided by the Association to an individual Lot at the request of the Owner so long as the amount of such fees is designated and known to the Owner prior to the service being provided and the Owner voluntarily agrees to such payment.

Section 5.3. Budgets. The 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 a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. 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 as to all Lots on January 1, 2003, 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 Associations. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 in an amount not in excess of the maximum assessment allowable under **Section 5.5.** of this Article. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due dates 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. The Association shall, upon demand, and for a reasonable charge, furnish to any Lot Owner liable for an assessment a certificate signed by an officer of the Association setting forth whether the assessment on the Property owned by such Lot Owner have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.5. Limitation on Assessments. The maximum annual assessment, which may be levied against any Lot, will not exceed \$100/yr. unless authorized by the Board of Directors. The Board of Directors shall determine adjustment in the maximum annual assessment, but in no case can the increase exceed 10% in any year.

Section 5.6. Rates of Assessment. Assessments shall be fixed at a uniform rate for all Lots; provided, however, fees, charges, fines (whether such be related or unrelated to assessments), late charges, collection cost, and interest charged may be assessed solely against the Lot and Lot Owner to which they are attributable.



Section 5.7. 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 Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot.

Section 5.8. 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 Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due on from the lien thereof.

Section 5.9. Re-Sale Certificates, Public Offering Statements, and Transferee Fees. Upon transfer of Ownership of a Lot, or Lots, the Declarant will issue a Public Offering Statement to the new Owner, which at a minimum will include a copy of the Recorded Declaration of Protective Covenants, Conditions and Restrictions for Snowgoose Pond Subdivision. Once the Home Owners Association is activated, a Public Offering Statement will be required with the purchase and transfer of Ownership of any Lot or Lots within the Subdivision. When the Ownership of Property changes thereafter, with or without a residence built on the Lot, a Re-Sale Certificate will be required. There will be a \$100 transfer fee for Public Offering Statements and Resale Certificates, and the new Owner will be provided: (i) a copy of the Recorded Declaration of Protective Covenants, Conditions and Restrictions, and any amendments thereto; (ii) as well as a copy of the financial statement for the Home Owners Association; (iii) and the minutes of the most recent meeting of the Association.

Article 6

ARCHITECTURAL CONTROL COMMITTEE

Section 6.1. Architectural Control Committee. Declarant shall establish an Architectural Control Committee (the "Committee") consisting of not less than two, nor more than five members. Declarant shall appoint all of the original members of the Committee and replacements so long as Declarant is the Owner of 25% or more of the properties described herein. Upon termination of Declarant's interest in the Properties the members of the Committee shall be selected by and shall serve at the pleasure of the Board of Directors of the Association, which may, in its discretion, assign all such powers to the Board and disband the Committee. The initial Committee is composed of Ken E. Kincaid and/or Beth L. Kincaid P.O. Box 2444 Palmer, Alaska 99645. Their office telephone number is (907) 746-2787.

Section 6.2. 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 Property. 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 6.3. Architectural Review Procedures. Thirty (30) days prior to the start of any construction activity, including clearing or grading a site, a complete application for review by the Committee shall be delivered to:

Snowgoose Pond Subdivision Homeowners Association
Attn: Architectural Control Committee
P.O. Box 2653
Palmer, Alaska 99645
(907) 746-2787

The application shall include the name, address and telephone number of the land 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 Property lines;
- C. Building or structure plans, including all exterior elevations and total square footage; and
- D. A schedule showing the type, colors and texture of all materials visible from the Property line and adjoining residences. 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 Property review of the proposal.

Within thirty (30) 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. 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.

The committee review does not imply any review of the adequacy of plans or specifications for strength, suitability or durability, including structural design. Neither the Declarant nor the Committee shall 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.

All materials submitted to the Committee will be retained in the Committee files. Upon completion of construction, the Owner will provide an as-built survey to the Committee for retention in its files.

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.

Section 6.4. Dwelling Quality, Style and Size. No dwelling shall be permitted on any Lot of a size less than 1,750sf (square feet) of finished gross floor area for building/living space (excluding porches, garages, covered patios or sun-decks) with a minimum of 1,000sf of finished living area on the first floor. If a dwelling is to include an "In-Law" apartment as allowed in **Section 7.1**, then the minimum finished gross floor area shall not be less than 2,750sf (feet) with a minimum of 1,500sf of finished living area on the first floor. Any "In-Law" unit can be no more than one-bedroom, be no more than 600sf, must be attached to the primary residence by an interior door and appear architecturally a part of the primary residence. All dwellings must have an attached two-car garage that is at least 22' wide & 24' deep with 528sf (square feet) minimum. While the Committee may approve minor deviations from the size requirements, any such waiver will be granted only if the proposal substantially conforms with the letter and intent of these Declarations, Covenants and Restrictions and the finished appearance contributes to the appearance of the entire neighborhood. No dwelling shall be less than one (1) full story above the surrounding grade and no more than two and one-half (2½) stories in height. No Dome style, or manufactured, or mobile homes, or homes with flat roofs or other styles considered radical are allowed in the subdivision.

Section 6.5. 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 be disallowed, as will color schemes, which clash with the neighborhood's overall appearance. The Subject matter of approving materials is also the responsibility of the Committee. Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair (Note: this usually requires refinishing



approximately every 2-4 years). No Owner of any Lot or living unit shall alter the exterior color(s) of any structure situated within or forming part of such Lots or living unit unless written application is submitted to and approved by written endorsement thereon by the Committee.

Exterior finishes shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, stucco, log or log siding or any approved equal finish. Exterior colors shall be restricted to soft "earth tones" as determined by the Committee. The exterior colors must be approved by the Committee PRIOR to application of the paint. Siding materials commonly known as T-111 will not be approved on any structure. Homes may use grooved (smooth or flat panels are not allowed) L-T Louisiana Pacific Smart Panel as an alternative on the rear and sides of the home. Homes constructed on corner Lots or located closer than 100' (feet) from any property line(s), may not use this product on the end of the home facing the street or property line(s). Homes in this situation must use the same product displayed on the front of the house (as mentioned above) on the end of the home that faces the street or property line(s) closer than 100'. All homes will have at a minimum one of the products presented in the first sentence of this section on the front of their home.

Section 6.6. Mail Box/Mail and/or Newspaper Delivery Receptacle. The U.S. Postal Service requires the installation of central mailbox facilities in all new subdivision. Each Lot will be allowed to install one box for the delivery of newspapers. Newspaper delivery boxes must be provided by the newspaper publisher, and must not detract from the appearance of the Subdivision.

Section 6.7. 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 dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the set back requirements. The setback requirements shall not be less than required by Mat-Su Borough and State of Alaska codes and in no case less than the setbacks listed below:

Front Lot line Setback: SIXTY (60) feet

Side Lot line Setback: THIRTY (30) feet for residence and outbuildings 12' by 16' and smaller; FIFTY (50) feet for outbuildings larger than 12' by 16'

Rear Lot line Setback: THIRTY (30) feet for residence and outbuildings 12' by 16' and smaller; FIFTY (50) feet for outbuildings larger than 12' by 16'

Creek Bank Setback: SEVENTY FIVE (75) feet

Pond Shore Setback: SEVENTY FIVE (75) feet

Section 6.8. Completion of Construction. Once commenced, any construction of a dwelling must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed nine (9) months, except for certain interior unfinished areas previously approved by the Committee. During the course of construction, the Owner or building 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 properties. No building may be occupied during the construction period prior to certification of occupancy.



Section 6.9. Landscaping and Paving. It is the intent of Declarant to require landscaping and paving to be completed promptly after construction is complete. For lots under 3.5 acres, all walks, driveways and primary parking areas shall be paved or similarly improved with black top, brick, or concrete. Auxiliary parking areas for motor homes, boats, snowmobiles and the like can either be paved or finished with a minimum of 4" of 1" minus, ¾" minus, D-1, B-chip or similar screened gravel material. For Lots in excess of 3.5 acres, the first 200' of the driveway, primary parking area and all walkways shall be paved or similarly improved with black top, brick, or concrete. The balance of the driveway and auxiliary parking areas for lots larger than 3.5 acres can either be paved or finished with a minimum of 4" of 1" minus, ¾" minus, D-1, B-chip or similar screened gravel material. For Vegetable gardens in the front yard of a Lot require approval of the Committee. No Owner shall be permitted to completely clear a Lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, so long as maximum natural beauty and aesthetic value of such trees are retained. Trees may also be removed to create corrals or fenced grazing areas on the lots that allow Horses. In no instance should more than 60% of the area of any lot be cleared of the vegetation present on the lot at first conveyance from Declarant.

Section 6.10. Utility Lines, Aerials and Antennas. All electrical service, telephone lines and television cable shall be placed underground. No short wave antennas, transmitters, broadcast TV antennas, cellular antennas or base stations for two-way ham radio or other radios are permitted. Receiving satellite dishes are allowable so long as they are placed in a manner that does not detract from the neighborhood or block views.

Section 6.11. Water Wells and Sewer Disposal Systems. Each Lot will have their own water well and 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). Because of the spring feed creek and pond, several of the lots have seasonal high water tables of less than Four (4) feet below the natural elevation. No structure may be placed upon any lot that will have an elevation of the lowest floor, including a basement or crawl space, of less than two (2) feet above the highest known water elevation. Owners must verify existing water table prior to installing a septic system or house foundation.

Section 6.12. Fences. No fences, corral, paddock or wall shall be erected until the plans are approved in writing by the Committee as to the quality of workmanship and materials. No fence shall exceed six (6) feet in height. All fences must be installed in a professional manner and be maintained as an attractive addition to the Lot. Barbed wire and Welded wire fences are not allowed and chain like fences can not be placed in the front of the lot (lot line that is adjacent to the public right-of-way) nor closer than 20' (feet) from any side or rear property line. 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 the triangular area formed by the street Property lines and a line connecting them at point 25 feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended.

Section 6.13. Outbuilding Structures. In addition to the primary residence, a total of three (3) outbuildings are allowed. This would include (without limitation) garages,



storage sheds, greenhouses and saunas or steam baths. All structures must have prior written approval from the Committee (comply with submittals required in **Section 6.3**) and be of similar quality, design and exterior finish to the primary residence. Combined, all outbuildings cannot exceed 720sf and no single building shall exceed 14' in height from floor to the peak of the roof with maximum dimensions of 24' by 30' or a total of 720sf. Building setback requirements as shown in **Section 6.7** apply to all outbuildings except that any outbuilding with dimensions larger than 12' by 16' must be at least 50' from any lot line and leave a minimum of 30' natural buffer.

Section 6.14. Temporary Structures. No temporary structure, boat truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the Property; however, trailers or temporary structures for use incidental to the initial construction of improvements may be used thereon for a period not to exceed three months and shall be removed within a 30 days after completion of construction on the project. No playground equipment, playhouses, tree forts, swings, slides, trampolines may be place in the front yards of any Property.

Article 7

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 7.1. Residential Land Use and Building Type. Except for Lots 26 & 27 Block 1 and Lot 1 Block 2 discussed in **Section 7.2** below, no Lot shall be occupied or used for any purposes other than a single family residence except that professional or business uses may be conducted in a dwelling provided said use must be incidental to use of the dwelling for residential purposes. Further, non-residential activities must comply with governmental regulations addressing home occupations, no signs may indicate in any way that street traffic, substantial or insubstantial, is permissible. A single efficiency or one-bedroom "In-Law" apartment is allowed on each lot in the primary residence, but NOT allowed in any of the ancillary or outbuildings. 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. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than;

- A. One detached single-family dwelling (exclusive of one-bedroom in-law apartments). Each and every dwelling must have an enclosed garage capable of housing at least two large automobiles.
- B. Fences, gates, corrals, paddocks and associated structures on lots that allow horses.
- C. A dog house(s) and kennel(s) for no more than 4 dogs
- D. Three (3) ancillary structures, the exterior of which must be finished in harmony with the dwelling and approved by the committee as provided herein. These structures may be utilized as



a green house, storage structure, additional garage and/or shop, kennel or barn.

None of the items listed above may be constructed, installed, placed or made without the express written approval of the Committee, which in the Committee's sole discretion, may be denied.

Section 7.2. Commercial Land Use and Building Type. Lots 26 and 27 Block 1 are currently being used for Natural Resource Extraction allowed under **Section 7.9.** This includes the mining, crushing and screening of gravel and/or topsoil. This will continue well into the future and may cease and start up numerous times over the next two decades. Lots 26 and 27 Block 1 are specifically excluded from the Residential limitation as discussed in **Section 7.1** above. In addition to Residential Uses these lots can be used for Commercial Purposes including but not limited to Office, Aircraft Hangar and Office/warehouse including but not limited to the storage, maintenance and repair of heavy construction machinery. It is further the Declarant's expectation to develop a private airplane runway on Lots 26, 27 and 28 which may serve the aircraft landing needs of up to 6 lots (lots 25 thru 30 inclusive). If an airplane runway is developed and appropriate easements are granted to the specific lots, then the owners of Lots 25, 28, 29 and 30 would also be allowed to develop an aircraft hangar no larger than 30' by 44'. There is no limitation to the size or number of structures on lots 26 and 27.

Lot 1 Block 2 is also not limited to Residential Uses and is expected to be developed with Offices, Retail Buildings, Clinics or Churches. This Lot will require a landscape buffer of 10' to be left along the south property line as a screen from the residential uses on Lots 2 and 3 Block 2. Lot 1 Block 2 cannot be used for industrial purposes or for outside storage of commercial vehicles, equipment or materials.

Section 7.3. 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. No vehicle or equipment owned by a resident or Owner shall be placed on a public street within the subdivision.

Section 7.4. Commercial Vehicles. With the exception of lots 26 & 27 Block 1, all lots 3.5 acres and smaller, 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. For lots larger than 3.5 acres, a limit of one commercial vehicle or similar construction equipment may be parked and maintained on the property so long as said vehicle is no closer than 100' from any property line, creek bank, or pond shore and a 50' natural vegetation buffer is maintained.

Section 7.5. Vehicles, Boats, Campers, etc. Extra vehicles, inoperable or otherwise, including but not limited to automobiles, or trucks not used at least twice weekly, campers, boats, recreational vehicles, snowmobiles or other machinery shall be kept in a garage or other structure suitable for such purpose. Proposals to store operational motor homes, boats, recreational vehicles, snowmobiles and their respective trailers, alongside garages or other



outbuildings will be evaluated by the Committee on a case-by-case basis provided that such proposals contain, at a minimum, the construction of a suitable pad which shall either be paved or similarly improved, or contain at least 4" of 1" minus, ¾" minus, D-1, B-chip or similar gravel products. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight to the greatest extent possible.

Section 7.6. Pets, Livestock and Poultry. Animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation "Wolf Hybrids", shall NOT be kept on any Lot. No more than two (2) dogs and/or two (2) cats may be maintained on the premises. No vicious animal, as defined by local ordinances may be kept on the premises. The owner must confine all animals to the premises at all times, except when under direct physical control. No animal may be kept unless the reasonable expectation of other property owners to peace, quiet and a sanitary environment is maintained so that other owners are not subjected to unsightly premises, uninvited animals on their property, noises or odors. All animal excrements including manure must be properly disposed of so as not to cause odor, contamination or unsightliness. Lots 26 & 27 Block 1, Lots 3 & 4 Block 2 and Lots 2, 3, 6 & 7 Block 3 are allowed a total of 2 horses, lamas or alpacas. All animals must be kept on the Owner's Property, either kenneled, kept in a corral, paddock or other approved secure fenced area. Chaining of animals is not allowed. All animals not listed above are specifically prohibited and includes with out limitation cows, pigs, chickens, ducks, turkeys, sheep and goats.

Section 7.7. Garbage Refuse and Stump Disposal. Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash containers. All trash containers must be kept in a clean and sanitary condition within the garage or storage shed, except for garbage "pick-up" purposes. All animal excrements including manure must be properly disposed of so as not to cause odor, contamination or unsightliness. No Lot shall be used for the importation of, or storage of garbage or refuse. No lot can import stumps from another development or lot clearing. The only exception to this is the initial clearing of the roads for subdivision development and the continued operation of lots 26 & 27 as a natural resource extraction operation.

Section 7.8. Signs. No sign of any kinds shall be displayed to the public on any Lot or Residential Unit except one sign of not more than five square feet advertising the Property for sale or rent, or signs by a builder company or by Declarant, to advertise the Property 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 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. This section does not apply to Lots 26 & 27 Block 1 or Lot 1 Block 2.

Section 7.9. Natural Resource Extraction. Lots 26 & 27 Block 1 are currently being used for import and export of mined, crushed or screened gravel topsoil. This operation is expected to continue well into the future and may cease and start-up several times over the next two decades. This operation and subsequent redevelopment by the Declarant shall not be



hindered by any limitations in these C, C & R's. No other natural resource extraction operation of any nature shall be permitted within the subdivision.

Section 7.10. Windows and Facades. No garments, rugs, sheets, or 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 7.11. Maintenance. The Owner of each Residential Unit or Lot within the Property shall maintain said Residential Unit in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

Section 7.12. Storage Tanks. No storage tanks are merited 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 7.13. Repairing, Dismantling or Assembling. 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.

Section 7.14. Use and Development of Pond by Common Lot Owners. The subdivision incorporates a water body known as Snowgoose Pond that is privately owned with no public access planned or allowed. Several of the lots in Snowgoose Pond Subdivision and Addition Number 1 have a portion of their lots lines located under the mean high water mark. These are Lot 1, Lots 15 thru 17 (inclusive), Lots 21 thru 25 (inclusive) and Lots 30 thru 34 (inclusive) all located in Block 1. These are the only lots that have access and rights to use the private pond. It the intent of the Declarant to allow up to 50% of an individual lots shore line to be cleared of trees and up to 100% of the grass meadow area beyond the trees to be deepened to allow free and easy access to the larger water body. Much of the shoreline of the Pond is wet grass and is likely regulated a wetlands. Any contemplated work in proximity to the Pond or Creek must get prior proper governmental approvals. This may include, but not be limited to, the US Army Corp of Engineers, State of Alaska Fish and Game and Department of Environmental Conservation and the Mat-Su Borough. Any work performed in or around the water must be done in compliance with Federal and State regulations, in a professional manner, be completed in one season (summer or winter) and not interfere with the other owners quiet enjoyment of the pond. This is strictly a non-motorized pond in the summer months (May thru October). Aircraft of any kind, whether summer or winter, are prohibited from the pond. Lot owners are allowed to snowmobile and/or four wheeler on the ice in the winter months.

Article 8

LIMITED RIGHTS AND EASEMENTS OF DECLARANT

Section 8.1. Reservations, Easements. 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 there from, 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 Property except Lots owned by an Owner other than the Declarant.
- C. None of the provision of Article 6 or 7 above shall (i) apply to, (ii) restrict, or (iii) unreasonably hinder Declarant in the development, construction and marketing of the Subdivision.

Article 9

EASEMENTS

Section 9.1. General.

- A. **Easements.** Easements for installation and maintenance of utilities, plus access and drainage facilities created or reserved, are disclosed on Plat No. 2002-70 for the Snowgoose Pond Subdivision and the yet to be recorded Snowgoose Pond Addition Number 1. Within such 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 water, sewage or other substances, or (iii) obstruct or retard the flow of water through the creek or 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 the flow of water during "break-up".
- B. **Common Driveway Easements.** The Plat established several "Common Driveway Easements" that can be commonly used by the lots adjacent to them. Each one exists between and for the benefit of Lots 9 thru 12 (inclusive) Block 1; Lots 11, 16, 17, 19, 20 Block 1; Lots 2 thru 5 (inclusive) Block 2; Lots 1 thru 4 (inclusive) Block 3; Lots 5 thru 8 (inclusive) Block 3; Lots 31, 32 & 36 Block 1; and Lots 33 & 34 Block 1. The Declarant has



improved all of these common driveways with a minimum of 2 feet thick gravel fill at least 20 feet wide. Further improvements (including paving) and maintenance of these driveways are to be shared equally by the adjacent lot owners. It is anticipated that the lot owners will, among themselves, decide how best to pay for the maintenance and snow removal of each common driveway. Alternatively the group of adjacent lot owners may petition the Association to set up a maintenance budget, funded by that group of lot owners to perform these same services.

- C. Entry. For the purpose of performing the maintenance, improvements and repairs provided for in these Declarations, and the reasonable inspection thereof, the Declarant, and its duly authorized designees, shall have the right at reasonable times and upon reasonable notice, to enter upon any Lot or the exterior of any structure of 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. Each Owner shall permit such access within and under any building situated upon the Owner's Lot for inspection, alterations, repair, removal, utility shut-off and maintenance.
- D. 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.

Article 10

GENERAL PROVISIONS

Section 10.1. Enforcement.

- A. The Declarant, the Association, or a group of 25 (or more but not less) Owners, 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 neighborhood 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 shall be for the benefit of and payable to the Association. 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 other liquidated damage provisions, including but not limited to this Section 12.1 and Section 7.10, shall be adjusted in accordance with the provision.

Section 10.2 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, unless an instrument in writing signed by 67% of the then Owners has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to, the amendment of said covenants, conditions, and restrictions, in whole or in part.

- (i) the Declarant may amend the declaration at any time as allowed by the law;
- (ii) not less than 80% 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) 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 10.3. Successors and Assigns. Each of the covenants, conditions and restrictions set forth herein are intended to burden the Property and all Lots and Residential Units contained within the Property. Each and every Owner or any person having any interest in, or to, any portion of the Property shall be bound by the covenants, conditions, and restrictions contained herein for the benefit of Declarant and the Property.

Section 10.4. 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.



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 31st day of July, 2002.

Declarant,

By: KEK, Ken E. Kincaid

By: B.L. K by KEK POA, B.L. Kincaid by her Attorney-in-Fact Ken E. Kincaid

STATE OF Alaska)
) ss.
Palmer Recording District)

THIS IS TO CERTIFY that on the 31st day of July, 2002, before me, a Notary Public in and for the State of Alaska, personally Ken E. Kincaid personally appeared and acknowledged to me that he executed the foregoing document on behalf of said for the uses and purposes therein mentioned by authority of its Board of Directors.

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



Mary E. Moses
Notary Public in and for Alaska
My Commission Expires 6-25-06

Return TO: Ken E. Kincaid
P.O. Box 2444
Palmer, AK 99645

STATE OF Alaska)
) ss.
Palmer Recording District)

THIS IS TO CERTIFY that on the 31st day of JULY, 2002, before me, a Notary Public in and for the State of Alaska, B. L. Kincaid by her Attorney-in-Fact Ken E. Kincaid personally appeared and acknowledged to me that he executed the foregoing document on behalf of said for the uses and purposes therein mentioned by authority of its Board of Directors.

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



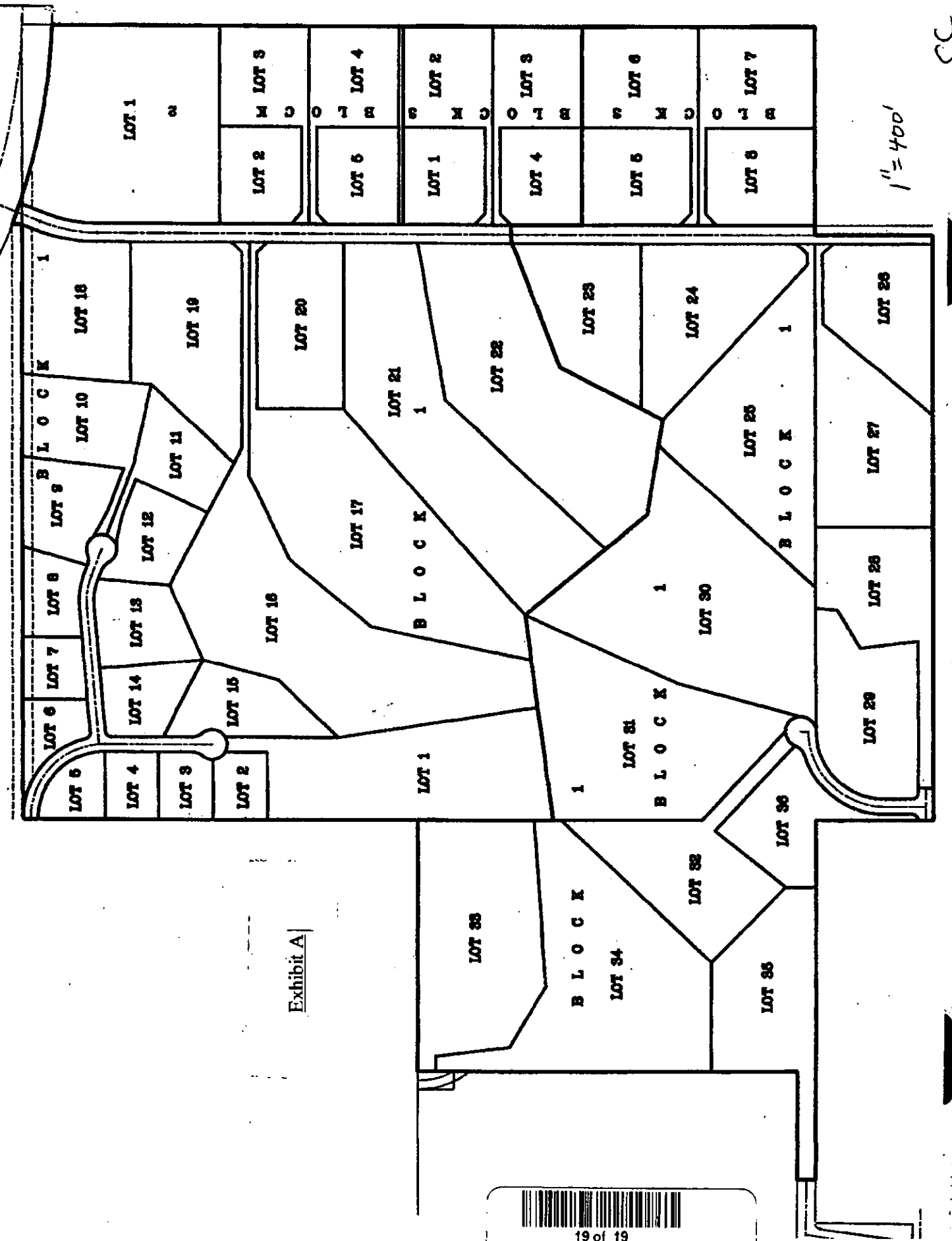
Mary E. Moses
Notary Public in and for Alaska
My Commission Expires 6-25-06



Exhibit A



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