

**DISCLOSURE & PUBLIC OFFERING STATEMENT**  
**FOR**  
**VIEW POINTE AT THE RANCH SUBDIVISION**  
**A PLANNED COMMUNITY**

***Important Notice: Any party interested in the Subdivision must read this document before signing a purchase contract.***

**Purchasers should read this document carefully for their own protection before signing a purchase contract.**

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PLANNED COMMUNITY: View Pointe at the Ranch Subdivision

LOCATION: Matanuska-Susitna Borough, State of Alaska

NAME AND ADDRESS OF DECLARANT:

Arctic Devco, Inc.  
P.O. Box 3489  
Palmer, AK 99645

EFFECTIVE DATE: September 11, 2025

This information is given in compliance with the State of Alaska Common Interest Ownership Act, AS 34.08.010 et seq. (the "Act").

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A. **NOTICE TO BUYERS & ACKNOWLEDGMENT**

**IMPORTANT INFORMATION TO BE CONSIDERED WHEN READING**

1. View Pointe at the Ranch Subdivision is a 'planned community' under the State of Alaska Common Interest Ownership Act, AS 34.08.010 et seq (the "Act"). Alaska law requires the original seller of units (referred to in this Disclosure as "Lots" and an owner as "Lot Owner(s)") in a planned community to disclose certain information about the planned community and Lots being offered for sale. Generally, disclosure takes the form of a 'public offering statement' similar to this one.

2. Unlike other planned communities, View Pointe at the Ranch is not required to provide a public offering statement to initial buyers or a resale certificate in connection with future sales. The reason for this is that: (i) the CC&Rs (referred as a 'Declaration' in the Act) limits the maximum assessment of a unit to \$300<sup>1</sup>; (ii) the Declarant has a reasonable and good faith belief that the maximum stated assessment will be sufficient to pay the expenses of the planned community; (iii) the CC&Rs cannot be amended to increase the assessment during the period of declarant control without the consent of all unit Owners; and (iii) View Pointe at the Ranch is not subject to development rights.<sup>2</sup>

3. Notwithstanding, Declarant is providing this Disclosure to ensure that prospective purchasers of Lots in the Subdivision understand what the Subdivision is and how it works. This Disclosure is meant to include all or most of the information which would otherwise be provided in a public offering statement. Potential buyers ***must read this Disclosure before entering into a contract.*** Unlike other planned communities, Buyers may not be able to cancel or terminate their contracts once signed based on the contents of a disclosure. The statements contained herein are only summary in nature. Prospective purchasers shall refer to all references and Exhibits.

**Acknowledgement of Limited Disclosure:**

By signing, prospective purchaser acknowledges that disclosure obligations for View Pointe at the Ranch Subdivision are limited and that they will review the contents of this document and all exhibits carefully *before entering into any contract* to purchase a Lot or home within in the Subdivision.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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<sup>1</sup> The maximum assessment of \$300 is subject to adjustment under AS 34.08.820 which provides that this dollar amount changes according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items 1967 equal 100, compiled by the Bureau of Labor Statistics, United States Department of Labor.

<sup>2</sup> See AS 34.08.510(b)(7)

**B. DISCLOSURE**

**ARTICLE I**

**INTRODUCTION**

View Pointe at The Ranch Subdivision (“**View Pointe at the Ranch**” or the “**Subdivision**”) was created November 5, 2020 when declarant, Arctic Devco, Inc., an Alaska corporation (referred to in this Disclosure as, the “**Declarant**”), recorded the Declaration of Protective Covenants, Conditions, and Restrictions (the “**CC&Rs**”) in the public records of the State of Alaska. The CC&Rs together with all subsequent additions and amendments is attached as Exhibit I.

View Pointe at the Ranch is a “common interest community” under the State of Alaska Common Interest Ownership Act (A.S. 34.08.010 - .990 (the “**Act**”). More specifically, the Subdivision is a “planned community” under the Act where, by virtue of ownership, a Lot Owner is obligated to pay real estate taxes, insurance premiums, maintenance or improvement of other real estate. These payments are referred to herein as “assessments”.

The Subdivision is managed by a Homeowner’s Association. The Subdivision consists of 155 Lots (referred to as units in the Act) for residential homes. The Subdivision is complete: all utilities, roads, and common elements (such as light poles) have been installed. Construction of homes on the Lots is ongoing, however, Declarant has no further ‘development rights’ for the Subdivision, meaning no Lots or additional land or common elements will be added to the Subdivision in the future and no land or Lots will be withdrawn.

Current annual assessments are \$75 per Lot, and the CC&Rs cap assessments at \$300 (as adjusted by the Consumer Price Index over time). Declarant believes, reasonably and in good faith, that the maximum stated assessment will be sufficient to pay the expenses of the Subdivision. Further, the CC&Rs cannot be amended to increase the assessment during the period that Declarant has control of the Subdivision without consent of all Lot Owners.

Because of these limits – the maximum assessment, the lack of development rights, and limited rights to amend to increase assessments – there is no obligation to provide a public offering statement to a purchaser before execution of a contract for sale of a unit nor is there any obligation to provide any resale certificates, including in connection with any subsequent transfers.<sup>3</sup> Because a public offering statement is not required, other rights normally available to purchasers of a unit in planned community in Alaska, may not be available to purchasers in the Subdivision.

For example, in planned communities where a public offering statement is required, a purchaser may cancel and signed contract for purchase within 15 days after receipt of the public offering statement or, if a public offering statement is required but not delivered, a purchaser may recover from declarant up to 10 percent of the sales price plus 10 percent of applicable common expense liability. Potential buyers of Lots in View Pointe at the Ranch may not have these rights. For this reason, it is extremely important that potential buyers read this document before signing a contract for purchase.

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<sup>3</sup> See AS 34.08.510(b)(7)

## ARTICLE II

### PLANNED COMMUNITIES IN GENERAL

The term “planned community” refers to a form of real estate ownership. A planned community is real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may be come obligated, by covenant, easement, or agreement imposed on the Lot Owner’s interest, to pay an amount for insurance, real property taxes, maintenance, repair, improvement, management, administration, or regulation of any part of the real estate other than the portion or interest owned solely by the person. As used herein, the planned community is View Pointe at the Ranch Subdivision.

Real estate in a planned community is of two distinct types: “Lots” (referred to as ‘units’ in the Act) owned by residents and “common elements”<sup>4</sup> which is property owned by the Homeowner’s Association. In the case of View Pointe at the Ranch, common elements are limited to the street lights, sign, and other minor improvements. Assessments are charges which all Lot Owners are subject to for the purpose of constructing, maintaining, replacing and repairing common elements.

## ARTICLE III

### GENERAL DESCRIPTION OF THE PLANNED COMMUNITY PROPERTY AND LOTS

View Pointe at the Ranch Subdivision is a planned community in the Matanuska-Susitna Borough in the State of Alaska. The Subdivision is located southwest of the Palmer-Wasilla Highway near the Palmer interchange at the corner of Trunk Road and at the intersection of Trunk Road and East Gateway Drive.

The CC&Rs, a copy of which (together with all additions and amendments) is attached as Exhibit I to this Disclosure, is the legal document that creates this planned community subdivision. The CC&Rs were recorded in the Palmer Recording District, State of Alaska on November 5, 2020 as Instrument No. 2020-028500-0. The CC&Rs establish the boundaries of the Subdivision, certain property rights within the Subdivision and certain obligations of individual Lot Owners. Roadways, easements, and Lots are set forth and shown in the Plats referenced in the legal descriptions of the CC&Rs, the additions and amendments to the CC&Rs.

The Subdivision consists of 155 Lots of which 133 have been sold to residential Lot Owners or builders for development. The remainder are still owned by the Developer, and Lot sales and home construction is ongoing. However, all improvements and amenities to be built or installed by the Developer are complete.

In addition, there are no further ‘development rights’ with respect to the Subdivision. Declarant has no rights: (i) to add real estate to the Subdivision; (ii) to create units, Lots, common elements, or limited common elements within the Subdivision; (iii) to subdivide units or Lots or convert units or Lots into common elements; or (iv) withdraw real estate from the Subdivision.

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<sup>4</sup> See AS 34.08.990(4)

This limit on development rights reduces risk that assessments will change dramatically in the future.

There are no contracts and leases required to be signed by the Lot purchasers at closing.

As of the date of this Disclosure, there are no contracts (such as a management contract, employment contract or leases of recreational or parking areas or facilities or other agreement) between the Declarant and any other party which Lot Owners may be subject to.

#### ARTICLE IV

#### HOMEOWNER'S ASSOCIATION

The Subdivision is under the management of a Homeowner's Association.

View Pointe at the Ranch Subdivision Homeowner's Association, Inc., an Alaska nonprofit corporation (the "**Homeowner's Association**" or the "**Association**"), is subject to its Articles and Bylaws which are attached as Exhibit II. The Association and in turn the Subdivision is managed by a Board of Directors (the "**Board**") and the Association officers (the "**Officers**"). Each Lot Owner is automatically a member of the Association. The members elect the Board and have other powers, such as amending the CC&Rs.

There are no unsatisfied judgments or pending suits against the Association.

Every Owner of a Lot which is subject to assessment is automatically a member of the Association by virtue of Lot ownership. Membership ceases when a person ceases to be a Lot Owner. An Owner has one vote in the Association for each Lot owned. When more than one person holds an interest in any Lot, all such persons are members of the Association provided the Lot only has one vote.

A regular meeting of the members is held each year.

The Bylaws vest power to manage the Subdivision in the Board and Officers. Board powers include (by way of example):

- the power to adopt and amend Subdivision rules and regulation
- the power to enforce the CC&Rs;
- the power to amend the Bylaws; and
- the power to levy and collect assessments against Lot Owners.

These are examples only.

The Board has three (3) to five (5) members who are members of the Association. The initial Board is appointed by the Declarant, and the Declarant retains the power to appoint Board members until Declarant has sold 95% of the Lots in the Subdivision. Thereafter, Board members are elected at the annual meeting of the Members. Directors serve for a term of three (3) years. The Association's officers are a President, Vice President, Secretary and Treasurer. Officers are selected by the Board and oversee and carry out Association business. Officers may be Board members.

The Architectural Control Committee (the “Committee”) is appointed by the Declarant as long as the Declarant owns one (1) Lot in the Subdivision. Thereafter, the Committee is appointed by the Board.

Generally, the CC&Rs may be amended at any time by the Declarant so long as the Declarant owns at least five percent (5%) of the Lots. For the first 35 years of the Subdivision, the Lot Owners may amend by 75% affirmative vote. After 35 years, the Lot Owners may amend by 67% affirmative vote.

## ARTICLE V

### ASSOCIATION MAINTENANCE

In general, the Association shall maintain and keep in good repair the Common Elements as required by the CC&Rs. As noted, the “common elements” of the Subdivision are the street lights, sign, and other minor improvements. All roads and road rights of way have been dedicated to the Matanuska-Susitna Borough (the “Borough”). Maintenance of open space, storm drainage, streets, and road rights of way, including snow removal, is conducted by the Borough. Otherwise, repair, maintenance, and replacement of Lots and all improvements located on a Lot shall be the responsibility of the Lot Owner.

## ARTICLE VI

### BUDGET & FINANCIAL

The 2025 Budget for the Subdivision is attached as Exhibit III together with a projected 2026 Budget. The name of the person who prepared the Budget is Ulrike Johnson of Double Eagle Real Estate & Investments, LTD. P.O. Box 872047, Wasilla, Alaska 99687-2047. The amount of \$500 is maintained for reserves per year. The budget assumes 123 Lot Owners. Current estimated assessments are \$75 per Lot.

The Declarant is not currently providing any services or paying any expenses that it anticipates to be a Common Expense of the Association at any subsequent time.

There are no initial or special fees due from a purchaser upon closing a Lot.

There is no financing for residential Lot Owners offered or arranged by Declarant. Any sources of mortgage financing which are made available in connection with Lot sales are for the convenience of the purchaser only and are not affiliated with the Declarant. Each purchaser will be responsible for obtaining financing for the purchase of the Lot.

As noted above, Lot Owners will be assessed by the Board for construction, operation, and maintenance of common elements in the Subdivision. The Board shall annually adopt a budget for the Association and establish the annual assessment for each Lot Owner. The assessment includes a portion for reserve funds. The summary budget and annual assessments will be provided to all Owners who shall ratify and approve the Budget.

All amounts assessed against a Lot are a lien on that Lot. This ability to lien a Lot protects all Owners by providing a mechanism to enforce the obligation of each Owner to pay their share of Subdivision expenses. Generally, an Owner cannot dispose of a Lot free of the lien until the lien

is satisfied by payment of the assessments secured by the lien. The Association may obtain payment of past due assessments by foreclosure of the lien or by suing the Owner. A late charge and interest will be imposed on any payment not received by the 30th day after it is due.

## ARTICLE VII

### TAXES

Real property taxes are levied separately against individual Planned Community Lots and each Lot Owner will be responsible for the payment of the taxes on his own Lot.

## ARTICLE VIII

### A DESCRIPTION OF LIENS, DEFECTS, OR ENCUMBRANCES ON OR AFFECTING TITLE

The following list reflects the liens, defects, or encumbrances affecting the planned community:

1. Alaska Railroad Corporation Interim Conveyance, including the terms and provisions thereof, recorded January 8, 1985 in Book 398 at Page 238.
2. Covenants, conditions and restrictions, including the terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c), as contained in an instrument Recorded November 5, 2020 as Instrument No. 2020-028500-0.
  - Addition of “View Pointe at the Ranch Addition No. 1, Phase 1,” Recorded October 11, 2021, as Instrument No. 2021-030225-0
  - Addition of “View Pointe at the Ranch Addition No. 1, Phase 2,” Recorded April 12, 2022, as Instrument No. 2022-008097-0
  - Addition of “View Pointe at the Ranch Addition No. 1, Phase 3,” Recorded October 16, 2023, as Instrument No. 2023-018960-0
  - Amendment to the Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded December 29, 2023, as Instrument No. 2023-023616-0
  - Addition of “View Pointe at the Ranch Addition No. 1, Phase 4,” Recorded January 24, 2025, as Instrument No. 2025-001381-0

- Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded February 3, 2025, as Instrument No. 2025-001891-0
  - Amended by that certain Third Amendment to the Declaration of the Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, recorded June 6, 2025 as Instrument No. 2025-010073-0
  - Amended by that certain Fourth Amendment to the Declaration of the Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, recorded September \_\_, 2025 as Instrument No. 2025-\_\_\_\_\_ -0.
3. Terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act, and/or the Horizontal Property Regimes Act, and any amendments thereto, of the State of Alaska (Chapter 34.07 and Chapter 34.08 AS).
  4. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof granted to: Matanuska Electric Association, Inc. and recorded February 18, 2021 as Instrument No. 2021-004133-0.
  5. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof granted to Matanuska Electric Association, Inc. and recorded: August 16, 2021 as Instrument No. 2021-024181-0.
  6. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof granted to Matanuska Electric Association, Inc. and recorded: May 10, 2023 as Instrument No. 2023-007837-0.
  7. Right-of-Way Easement, including terms and provisions thereof, granted to Enstar Natural Gas Company, LLC, and their assigns and/or successors in interest, to construct, operate and maintain natural gas distribution line or system by instrument recorded September 5, 2023 as Instrument No. 2023-016031-0.
  8. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof granted to Matanuska Telephone Association, Inc., recorded May 7, 2024 as Instrument No. 2024-007101-0.
  9. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof granted to Matanuska Electric Association, Inc. and recorded July 18, 2024 as Instrument No. 2024-012164-0.
  10. All matters shown on the plat filed under Plat Nos. 2020-93, 2021-105, 2022-3, 2022-31, 2023-112, and 2025-4 located in the Palmer Recording District, Third Judicial District, State of Alaska.

## ARTICLE IX

### WARRANTIES

All Lots are conveyed by Declarant to builders or directly to persons owning the Lots for residential purposes by Alaska Statutory Warranty Deed which contain the following warranties under AS 24.15.030:

- (1) that at the time of the making and delivery of the deed the grantor is lawfully seized of an indefeasible estate in fee simple to the premises described, and has the right and power to convey the premises;
- (2) that at the time of making and delivery of the deed the premises are free from encumbrances; and
- (3) that the grantor warrants the quiet and peaceable possession of the premises, and will defend the title to the premises against all persons claiming the premises.

The covenants are binding upon a grantor and the heirs and personal representative of a grantor as if written in the deed.

Declarant, in its purchase and sale agreement with home builders who may purchase Lots from Declarant for sale to future Lot Owners who are Subdivision residents, disclaims any and all express or implied warranties to home builders, including, but not limited to, any express or implied warranty of habitability or fitness for a particular purpose. In addition, in such purchase and sale agreements, Declarant and home builder agree that the Lot is conveyed to home builder As-Is, with all fault, without any reliance upon any representation or duty to disclose by Declarant as seller. Further, the transfer between Declarant and home builder is not subject to AS 34.70.100-.200 pertaining to disclosures in residential real property transfers.

Lot Owners shall look solely to the warranty provided by a builder with respect to the dwelling or improvement on any Lot. DECLARANT MAKES NO WARRANTY WITH REGARD TO THOSE DWELLINGS AND/OR IMPROVEMENTS CONSTRUCTED A PARTY OTHER THAN DECLARANT. EXCEPT AS SET FORTH HEREINABOVE, LOTS AND COMMON ELEMENTS ARE BEING SOLD "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY.

## ARTICLE X

### PURCHASERS RIGHT TO CANCEL

In planned communities where an offering statement is required to be provided to purchasers, purchasers have the right to cancel contracts within 15 days or, if no public offering statement is provided, purchasers may recover damages, including up to 10% of the purchase price. Note – these rights *may not be available to buyers of Lots at View Pointe at the Ranch*. Specifically, in accordance with AS 34.08.530(11)(A) purchasers in planned communities where declarant is obligated to provide a public offering statement have the following rights:

- a. within fifteen (15) days after receipt of a Public Offering Statement a purchaser, before conveyance, may cancel any contract for purchase of a Lot or unit from a Declarant;
- b. if a Declarant fails to provide a Public Offering Statement to a purchaser before conveying a Unit, that purchaser may recover from the Declarant ten percent (10%) of the sales price of the Unit plus ten percent (10%) of the share, proportionate to the Common Expense liability of the Unit, of any indebtedness of the Association secured by Security Interest encumbering the Common Interest Community; and
- c. a purchaser who receives the Public Offering Statement more than fifteen (15) days before signing a contract cannot cancel the contract.

Note – these rights may not be available to purchasers in the Subdivision because (as noted above in the Notice to Buyers and in Article I Introduction) unlike other planned communities, View Pointe at the Ranch is not required to provide a public offering statement to initial buyers or a resale certificate in connection with future sales. The reason for this is that (i) the CC&Rs limit the maximum assessment of a unit to \$300; (ii) the Declarant has a reasonable and good faith belief that the maximum stated assessment will be sufficient to pay the expenses of the planned community; (iii) the CC&Rs cannot be amended to increase the assessment during the period of declarant control without the consent of all Lot Owners; and (iii) View Pointe at the Ranch Subdivision is not subject to development rights.<sup>5</sup>

## ARTICLE XI

### PURCHASE AND SALE AGREEMENT DEPOSITS

An earnest money deposit made in connection with the purchase of a Lot will be held in an escrow account with a title company or a real estate agency until closing and will be returned to the purchaser if the purchaser cancels the contract under section 34.08.580 of the Act. The purchaser’s copy of the earnest money agreement will contain the agent/broker’s or title company’s name and address.

## ARTICLE XII

### RESTRICTIONS ON USE, ALIENATION OR OCCUPANCY

There are no restrictions on the resale or leasing of a Lot by the Lot Owner. However, the following use restrictions below apply to all Lots within the Subdivision. Numerous rules and restrictions affects the Lots. In particular, prospective buyers are *strongly encouraged* to review *CC&Rs, Article 7 Restrictions on Use of Lots* Units and to the Common Elements:

- a. *Residential Use.* Lots (units) are restricted to single-family residential use only,

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<sup>5</sup> See AS 34.08.510(b)(7)

including home professional pursuits not requiring unreasonable levels of traffic, parking, mail, shipping, trash or storage. No structure (other than the residential home) shall be constructed or maintained for living purposes nor shall any garage be used for dwelling purposes.

- b. *Use.* The use of Lots and common elements is subject to the Bylaws and any adopted rules, regulations and policies adopted by the Association Board from time to time.
- c. *Waste and Nuisance.* 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 an unreasonable embarrassment, disturbance, or annoyance to other Lot Owners.
- d. *Parking.* No vehicles or equipment shall be parked or placed in a street or public right-of-way within the Subdivision.
- e. *Pets.* Lot Owners may maintain pets inside the household so long as there are no more than three animals of any type (e.g., three dogs and one cat) so long as there are no more than four pets total. Household pets may not be raised, bred, or kept for commercial purposes. Boarding animals or charging for animal care or maintenance is considered within the term "commercial purposes" and is not permitted. 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 Lot Owner must confine all animals to the Lot at all times, except when under direct physical control. 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. No livestock of any kind (including poultry) is allowed.
- g. *No 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. Commercial vehicles includes trailers, container vans, and Connexes.
- h. *Vehicles, Boats, Campers, Inoperable Vehicles, etc.* Inoperable vehicles for longer than 30 days are not allowed. Boats, RVs, snowmobiles, and other machinery used on a regular basis is permitted provided it is kept on a pad immediately adjacent to the dwelling or garage, does not extend beyond the garage and is screened from view. Dismantling or repairing vehicles, boats, RVs, or snowmachines is not permitted in view of other Lots. No RVs, trailers, snowmachines, boats, or ATVs shall be parked or stored on the street. 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.

- i. *Use of Snowmobiles and ATVs on Street.* Snowmobiles and ATVs shall not be operated on the streets, rights of way or utility easements within the Subdivision.
- j. *Fences.* No fence or wall shall be erected until plans are approved by the Association Architectural Committee subject to the location, height, and quality requirements of the CC&Rs (including the Third Amendment to Declaration recorded June 6, 2025).
- k. *Garbage, Refuse and Stump Disposal.* Storing inoperable vehicles, appliances, furniture, trash, garbage or other waste is not permitted. All trash must be deposited in designated containers. Waste shall not accumulate to allow odors or creating an unsightly nuisance. No trash burning is permitted.
- l. *No Signs.* Except for signs for sale or lease of Lot from time to time, Lot owners may not display signs on any lot. No signs may be placed by residential lot Owners at the Subdivision entrance. No sign of any kind shall be displayed to the public on any Lot.
- m. *Windows and Facades.* No garments or rugs, sheets, or tin foil shall be hung from windows. Only customary curtains or shades are permitted.
- n. *Lot 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.
- o. *Storage Tanks.* No storage tanks are permitted except one (1) water tank or two (2) water pressure tanks which shall be installed in the garage or crawl space.
- p. *Marijuana and Cannabis.* Lots in the Subdivision shall not be permitted to grow cannabis for the purpose of selling or distributing medical, commercial, or recreational marijuana.
- q. *New Construction, Modifications or Alterations.* The Architectural 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 Architectural 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.
- r. *Residence Height.* No residence shall be higher than 36 feet.

- s. *Residence Quality, Style and Size.* Each Lot shall 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. 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 and any local building codes. 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, Colotex, 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.
  
- t. *Exterior Appearance, Colors and Materials.* Exterior colors will be approved in advance by the Committee to promote a pleasing and compatible neighborhood appearance. 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. 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-11 I 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.
  
- u. *Placement of Structures.* Placement of structures, setbacks, and the location of any and all manmade 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.
  
- v. *Completion of Construction.* Once commenced, any construction of a residence must be pursued to completion with diligence, and in no event shall such construction period exceed ten (10) months, except for 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.

- w. *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.
- x. *Oil, Gravel, and Mining.* No oil drilling or quarrying or mining of any kind is permitted.
- y. *Sewer Disposal Systems.* Each Lot will have its own septic waste system in compliance and certified by the State of Alaska.
- z. *Snowmobiles and ATVs.* 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 adjacent private properties to the Subdivision.
- aa. *Landscaping.* Upon completion of a residence upon any Lot (but not later than one year after occupancy), the landscaping of all disturbed areas shall be completed. All Lots shall have final grading for drainage within ten (10) days of occupancy or the residential dwelling.
- bb. *Temporary Structures.* Temporary or surplus buildings are not permitted on any Lot for any purpose. No building may be placed on any Lot 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. No playground equipment, playhouses, tree forts, swings, slides, or trampolines may be placed in the front yards of any Lot.
- cc. *Compliance with the Law.* Lot Owners shall comply with and conform to all applicable federal, state, or local laws or regulations.
- dd. *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 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 XIII**

#### **INSURANCE**

The following is only a general description of the initial policies that the Association is seeking, for the benefit of the Lot Owners. The Association is obtaining a commercial general liability insurance policy from *State Farm Insurance* whose mailing address is c/o Allie Hewitt, 5230 Dunbar Dr Ste 3, Wasilla, AK 99654 357-0727.

1. ASSOCIATION COMMERCIAL GENERAL LIABILITY POLICY LIMITS ON THE COMMON ELEMENTS

- (i) General Aggregate - \$2,000,000
- (ii) Each Occurrence - \$1,000,000
- (iii) Damages to Rented Premises - \$300,000
- (iv) Medical Expense - \$10,000

2. OWNER SUGGESTED INSURANCE:

The above policy does not provide liability coverage for the Lots or units or any common elements. The Association will not carry any property insurance on any structures or personal property within your Lot. If you desire property insurance, you must obtain your own property insurance. A Lot Owner will not be insured against liability for accidents which are on the Owner's Lot or for accidents with respect to which liability does not arise out of or in connection with the use, ownership, or maintenance of the Common Elements.

If you desire liability insurance, you must obtain your own liability insurance.

**ARTICLE XIV**

**BRIEF NARRATIVE DESCRIPTION OF ZONING AND OTHER LAND USE REQUIREMENTS AFFECTING THE COMMON INTEREST COMMUNITY**

The Subdivision is subject to limited zoning applicable to the Core Area of the Matanuska-Susitna Borough under Borough Code Chapter 17.61. The Subdivision has not been placed within a residential land use district such as Single-Family Residential under Chapter 17.75 or Large Lot Single-Family Residential under Chapter 17.76.

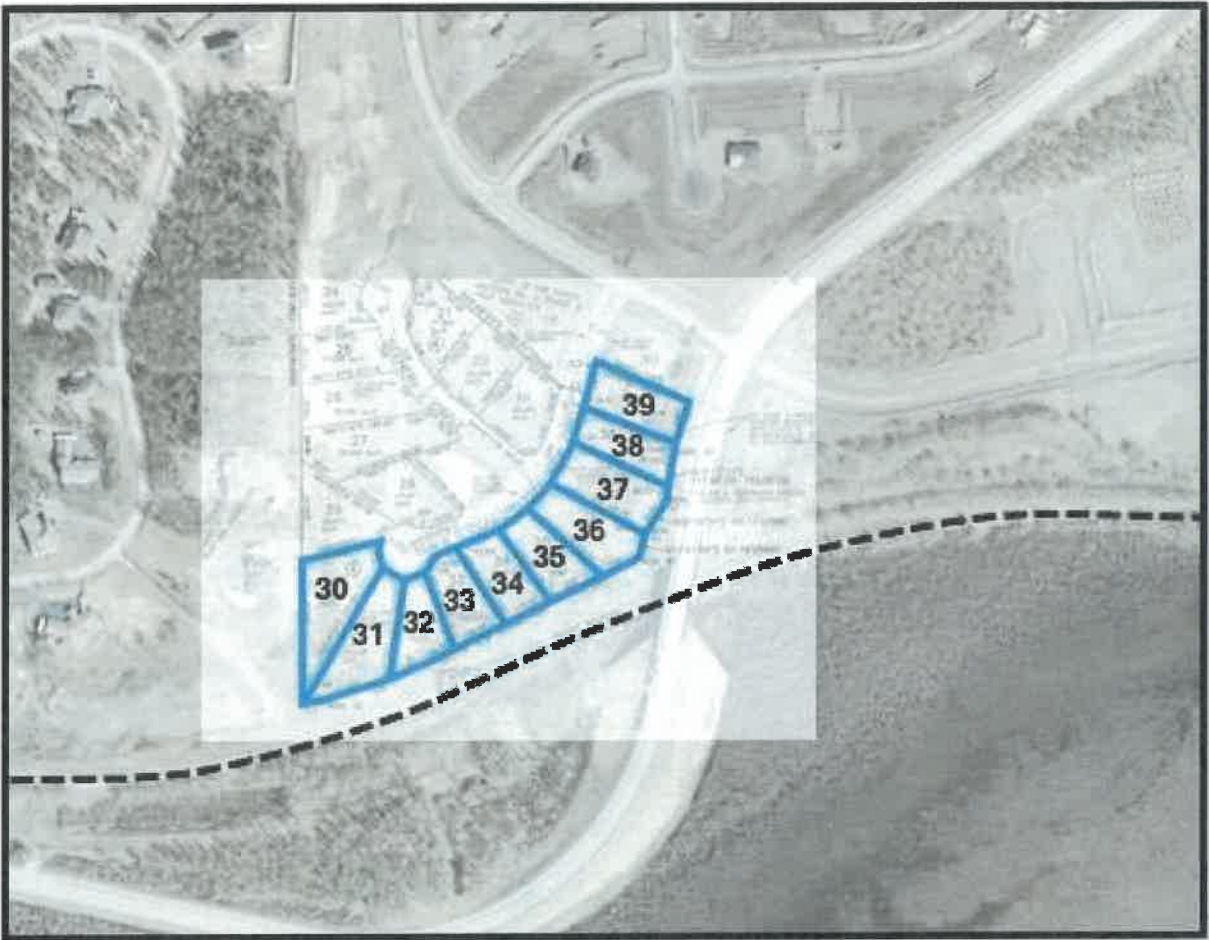
Core area Zoning is permissive, allowing a range of uses from residential to commercial to industrial. While certain uses – such as heavy industrial – would require permits for development. Some limits apply such as noise restrictions and limits on traffic. Some uses are prohibited. For example, there are virtually no prohibited uses within the Core Area. One of the few prohibited uses is operating a private landfill. This is just an example. None of Core Area zoning restrictions in Chapter 17.61 impose restrictions that would prevent or limit ordinary use of any Lot for residential purposes. All building and development must comply with State of Alaska and Borough regulations for construction.

## ARTICLE XIV

### OTHER FEATURES OF THE SUBDIVISION

The Alaska Railroad runs along the southern boundary of the Subdivision. The Alaska Railroad is active, and trains pass several times a day. At least six (6) Lots in the Subdivision border the train tracks. The train likely can be heard across the Subdivision.

The following lots are adjacent to the train and may be affected by the Alaska Railroad in the future: Plat 2025-4, Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39.



C. **EXHIBITS**

**EXHIBIT I** - Declaration, Additions to Subdivision, and Amendments to Declaration

**EXHIBIT II** -- Articles and Bylaws of Homeowner's Association

**EXHIBIT III** – Budgets

# **Exhibit I**

## **Declaration (CCRs) together with all Additions and Amendments**

- Declaration of Protective Covenants, Conditions, and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded November 5, 2020, as Instrument No. 2020-028500-0
- Addition of “View Pointe at the Ranch Addition No. 1, Phase 1,” Recorded October 11, 2021, as Instrument No. 2021-030225-0
- Addition of “View Pointe at the Ranch Addition No. 1, Phase 2,” Recorded April 12, 2022, as Instrument No. 2022-008097-0
- Addition of “View Pointe at the Ranch Addition No. 1, Phase 3,” Recorded October 16, 2023, as Instrument No. 2023-018960-0
- Amendment to the Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded December 29, 2023, as Instrument No. 2023-023616-0
- Addition of “View Pointe at the Ranch Addition No. 1, Phase 4,” Recorded January 24, 2025, as Instrument No. 2025-001381-0
- Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded February 3, 2025, as Instrument No. 2025-001891-0
- Third Amendment to the Declaration of the Protective Covenants, Conditions and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded June 6, 2025, as Instrument No. 2025-010073-0
- Fourth Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, Recorded September 10, 2025, as Instrument No. 2025-016937-0

THIS INSTRUMENT IS BEING RECORDED BY  
STEWART TITLE COMPANY  
AS AN ACCOMMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO  
ITS EFFECT, IF ANY, ON THE TITLE  
OF THE ESTATE HEREIN.



CO20-  
4123

**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 and 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](mailto: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 or 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.

Page 14 of 16



- 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 5<sup>th</sup> 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







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**2023-018960-0**

Recording Dist: 311 - Palmer

10/16/2023 11:32 AM Pages: 1 of 1



Amended CCR's

*2023-0741*

**ADDITION OF "VIEW POINTE AT THE RANCH ADDITION NO. 1, PHASE 3" PLAT NO. 2023-112 TO THE SUBDIVISION SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS) FOR VIEW POINTE AT THE RANCH SUBDIVISION (PLAT NO. 2020-93)**

This instrument is executed this 12<sup>th</sup> day of October, 2023, and is recorded pursuant to Article 8.5 of the CC&Rs recorded on November 5, 2020, as Reception No. 2020-028500-8, in the Palmer Recording District, Third Judicial District, State of Alaska to declare the following described real property added to and subject to the CC&Rs:

Lots Sixteen through Eighteen (16-18) and Forty (40), Block Four (4), Twenty through Thirty Four (20-34), Block Five (5), and Four through Eighteen (4-18), Block Seven (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.

Article 2 of the CC&Rs is amended to add the above-described Phase 3 as part of the "Subdivision".

Dated as of the date first above written.

Declarant: Arctic Devco, Inc.

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

STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on October 12, 2023, by REXFORD TURNER, known to me and known to be the President of Arctic Devco, Inc., on behalf of said company.

*Mark L. Keller*  
Notary Public in and for Alaska  
My commission expires: 7/15/2025



Record in Palmer Recording District  
**RETURN TO:** Arctic Devco, Inc.  
P.O. Box 3489  
Palmer, Alaska 99645

THIS INSTRUMENT IS BEING RECORDED BY  
STEWART TITLE COMPANY  
AS AN ACCOMMODATION ONLY  
IT HAS NOT BEEN EXAMINED AS TO  
ITS EFFECT, IF ANY, ON THE TITLE  
OF THE ESTATE HEREIN.



**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, 20 23 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





Amended CCR's

WF#76999-25-1-1a

ADDITION OF "VIEW POINTE AT THE RANCH ADDITION NO. 1, PHASE 4" PLAT NO. 2025-4 TO THE SUBDIVISION SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) FOR VIEW POINTE AT THE RANCH SUBDIVISION ( PLAT NO. 2020-93)

This instrument is executed this 24th day of January, 2025, and is recorded pursuant to Article 8.5 of the CC&Rs recorded on November 5, 2020, as Reception No. 2020-028500-0, in the Palmer Recording District, Third Judicial District, State of Alaska to declare the following described real property added to and subject to the CC&Rs:

Lots Nine through Fifteen (9-15), Nineteen through Thirty-Nine (19-39), Block Four (4), and Lots Sixteen through Nineteen (16-19), Block 5, View Pointe At The Ranch, Addition No. 1, Phase 4, according to the official Plat thereof, Plat No. 2025-4, recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

Article 2 of the CC&Rs is amended to add the above-described Phase 4 as part of the "Subdivision".

Dated as of the date first above written.

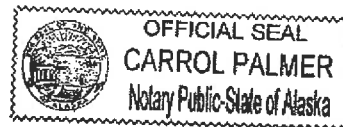
Declarant: Arctic Devco, Inc.

By: Rexford L. Turner  
Rexford Turner, President

STATE OF ALASKA )  
 )SS.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on January 24, 2025, by REXFORD TURNER, known to me and known to be the President of Arctic Devco, Inc., on behalf of said company.

Carrol Palmer  
Notary Public in and for Alaska  
My commission expires: 12/22/26



Record in Palmer Recording District  
RETURN TO: Arctic Devco, Inc.  
P.O. Box 3489  
Palmer, Alaska 99645

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**2025-001891-0**

Recording Dist: 311 - Palmer

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WF#76999-25-2-1

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

This SECOND AMENDMENT TO THE DECLARATION OF THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) FOR VIEW POINTE AT THE RANCH SUBDIVISION, is made this 3<sup>rd</sup> day of February, 2025, by the Declarant, pursuant to Article 9.2 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.

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. 2023-018960-0, all unified under an amendment recorded December 29, 2023 as Instrument No., 2023-023616-0, and January 24, 2025 as Instrument No. 2025-001381-0, all recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

The following Articles of the CC&Rs are hereby amended and restated as follows:

**Article 5, Section 5.8.** Re-Sale Certificates. The Association may charge a reasonable fee to prepare Resale Certificates.

**Article 7, 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*. 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.

**7.1.a.** 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, and must comply with governmental regulations addressing home occupations. Daycare or childcare businesses are not allowed in the subdivision.

**7.1.b.** No rentals of less than 30 days will be permitted.

**Article 7, 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 unless operated in compliance with the State of Alaska, Division of Motor Vehicles, All-Purpose Vehicle (APV) regulations and the

Matanuska-Susitna Borough ordinances. No snowmobiles, ATVs, etc. 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.

**Article 7, 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 playground equipment, playhouses, tree forts, swings, slides, or trampolines may be placed in the front yards of any Lot.

7.25.a. Trailers or temporary structures for use incidental to the initial construction of improvements may be used thereon and shall be removed within thirty (30) days after completion of construction on the project.

7.25.b. No temporary structure, mobile home, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area or for storage of items while located on the Lot.

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<sup>rd</sup> day of FEBRUARY, 2025, 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.



[Signature]  
Notary Public in and for Alaska  
My commission expires: 3-3-2028

Return To:  
Arctic Devco, Inc., P.O. Box 3489, Palmer, AK 99645-3489

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Recording Dist: 311 - Palmer

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C025-0212

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

This THIRD AMENDMENT TO THE DECLARATION OF THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) FOR VIEW POINTE AT THE RANCH SUBDIVISION, is made this 5th day of June, 2025, by the Declarant, pursuant to Article 9.2 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.

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. 2023-018960-0, all unified under an amendment recorded December 29, 2023 as Instrument No., 2023-023616-0, and January 24, 2025 as Instrument No. 2025-001381-0, all recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

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

**Article 7, 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. Barbed wire and welded wire fences are not allowed. Chain link fencing, if installed, must be done in the style of the "California chain link fence" utilizing black vinyl coating on the chain link and following the requirements for wood fencing. 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.

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 5th day of June, 2025, 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.



[Signature]  
Notary Public in and for Alaska  
My commission expires: 3-3-2028

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



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**2025-016937-0**

Recording Dist: 311 - Palmer  
9/10/2025 10:50 AM Pages: 1 of 5



PALMER RECORDING DISTRICT

After recording return to:

Arctic Devco, Inc.  
P.O. Box 3489  
Palmer, AK 99645  
2025-0485

**FOURTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS (CC&Rs)  
FOR VIEW POINTE AT THE RANCH SUBDIVISION**  
(Amendment regarding Development Rights and Common Expense Liability)

This FOURTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs) FOR VIEW POINTE AT THE RANCH SUBDIVISION Amendment (this "Fourth Amendment") to Declaration of Protective Covenants, Conditions, and Restrictions affects real property subject to that certain Declaration of Protective Covenants, Conditions, and Restrictions for View Pointe at the Ranch Subdivision (the "Subdivision"), made and recorded November 5, 2020 under Document No, 2020-028500-0.

Additional lots were subsequently added to the Subdivision pursuant to the following instruments:

- Instrument No. 2021-030225-0;
- Instrument No. 2022-008097-0;
- Instrument No. 2023-018960-0;
- Instrument No. 2023-023616-0; and
- Instrument No. 2025-001381-0;

such that the real property within the Subdivision subject to the CC&Rs is legally described on Exhibit A hereto. The CC&Rs have been further amended pursuant to that certain Second Amendment to the Declaration of the Protective Covenants, Conditions, and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, recorded February 3, 2025, as Instrument No. 2025-001891-0, and by that certain Third Amendment to the Declaration of the Protective Covenants, Conditions, and Restrictions (CC&Rs) for View Pointe at the Ranch Subdivision, recorded June 6, 2025, as Instrument No. 2025-010073-0 (as amended, the "CC&Rs").

RECITALS

A. The CC&Rs are a "declaration" as defined in AS 34.08.990(13) of State of Alaska Common Interest Ownership, AS 34.08.010 *et seq.* (the "Act"), creating a "common interest community" as defined in AS 34.08.990(7) of the Act which is the Subdivision.

B. The Subdivision created is a "planned community" as defined in AS 34.08.990(24), however the Subdivision contains neither condominiums nor a cooperative.

C. Arctic Devco, Inc. is the Declarant under the CC&Rs, and the Declarant has the right to amend the CC&Rs pursuant to Section 9.2(i) thereof.

D. Declarant desires to amend the CC&Rs (i) to limit the maximum annual assessment of a Lot, (ii) to modify rights to amend the CC&Rs to increase the assessment during the period of declarant control, and (iii) to terminate all development rights with respect to the Subdivision, such that, as set forth in AS 34.08.510(b)(7), neither a public offering statement nor a resale certificate shall be required to be prepared or delivered on disposition of a Lot within the Subdivision.

#### Amendments

1. Common Expense Liability. The maximum annual assessment of a Lot shall not exceed \$300, as adjusted after the date hereof under AS 34.08.820. The Declarant has a reasonable and good faith belief that the maximum stated assessment will be sufficient to pay the expenses of the Subdivision.
2. Development Rights. Declarant hereby terminates all development rights (as defined in AS 34.08.990(14)) of Declarant with respect to the Subdivision. From and after the date of this Fourth Amendment, Declarant shall have no rights: (i) to add real estate to the Subdivision; (ii) to create units, Lots, common elements, or limited common elements within the Subdivision; (iii) to subdivide units or Lots or convert units or Lots into common elements; or (iv) to withdraw real estate from the Subdivision. The Subdivision is not subject to any development rights.
3. Amendment to Section 9.2. A new subsection (iv) is added to Section 9.2 of the CC&Rs as follows:

"The Declaration shall not be amended to increase the assessment set forth in Section 2 of this Fourth Amendment during the period of Declarant control without the consent of all Lot owners."

4. Miscellaneous.

4.1. Full Force and Effect. Except as specifically amended herein, all of the terms, provisions, covenants and conditions of the CC&Rs shall continue in full force and effect without amendment or modification. In the event of any conflict between this Fourth Amendment and the CC&Rs, this Fourth Amendment shall control.



4.2. Counterparts. This Fourth Amendment may be executed in one or more counterparts and delivered by facsimile or other electronic transmission, each of which will be deemed to an original and all of which will be deemed to be one and the same instrument. Notwithstanding any agreement or any past practice, course of dealing, or conduct, this Fourth Amendment shall not be binding on either Landlord or Tenant until signed and delivered by both parties.

4.3. Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the parties' successors and assigns.

4.4. Applicable Law. The parties hereto do hereby agree that this Fourth Amendment and the rights and obligations of the parties hereto shall be governed by the laws and jurisdiction of the State of Alaska.

*[Signature page and certification follows]*





**Exhibit A**

**Legal Description of View Pointe at the Ranch Subdivision**

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.

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.

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.

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

Lots Sixteen through Eighteen (16-18) and Forty (40), Block Four (4), Twenty through Thirty Four (20-34), Block Five (5), and Four through Eighteen (4-18), Block Seven (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.

Lots Nine through Fifteen (9-15), Nineteen through Thirty-Nine (19-39), Block Four (4), and Lots Sixteen through Nineteen (16-19), Block 5, View Pointe at the Ranch, Addition No. 1, Phase 4, according to the official Plat thereof, Plat No. 2025-4, recorded in the Palmer Recording District, Third Judicial District, State of Alaska



## **Exhibit II**

### **View Pointe at the Ranch Homeowners Association, Inc.**

- **Articles of Incorporation**
- **Bylaws**

**Articles of Incorporation & Certificate of  
Incorporation - View Pointe at the Ranch  
Homeowners Association, Inc.**



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**ARTICLES OF INCORPORATION  
OF**

**VIEW POINTE AT THE RANCH SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.**

We, the undersigned, being natural persons over the age of nineteen (19) years, desiring to form a nonprofit corporation pursuant to AS 10.20.151 & 10.20.153, do hereby submit the following articles:

I.

The name of this corporation is View Pointe at The Ranch Subdivision Homeowner's Association, Inc.

II.

The purposes for which the corporation is formed are as follows:

1. The specific and primary purposes are to provide for maintenance, preservation and architectural control of a common interest community on real property located in the Matanuska-Susitna Borough, Palmer, Alaska, known as View Pointe at The Ranch Subdivision and the structures and improvements thereon.

2. The general purposes and powers are:

- a. To promote the health, safety, and welfare of the residents within said real property.
- b. The 6-digit NAICS industry grouping code which most clearly describes the initial activities of the corporation is 813990.

3. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Protective Covenants, Conditions, and Restrictions applicable to the property described above ("Declaration").

4. To fix, levy, collect, and enforce payment by lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

5. To have and to exercise any and all powers, rights, and privileges which a corporation organized under the nonprofit corporation law of the State of Alaska by law may now or hereafter have or exercise.



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- a. To act in the capacity of principal, agent, joint venturer, partner, or otherwise. The foregoing statements of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall not be limited or restricted by reference to, or inference from, the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

III.

The initial registered agent of the corporation shall be Rexford Turner, whose physical address is 3521 S Waco Circle, Palmer, Alaska 99645 and mailing address is P.O. Box 3489, Palmer, Alaska 99645-3489.

The initial registered office of the corporation shall be located at 5951 E. Columbus Way, 130, Wasilla, Alaska 99654-2508.

IV.

The initial Board of Directors shall consist of three (3) persons, and said number may be changed by a duly adopted amendment to the Bylaws, except that in no event may the number of Directors be less than three. The names and addresses of the persons who shall serve as Directors until their successors shall be elected and qualified are as follows:

Rexford L. Turner  
P.O. Box 3489  
Palmer, Alaska 99645-3489

Ingeborg M. Turner  
P.O. Box 3489  
Palmer, Alaska 99645-3489

Liesel Griffin  
P.O. Box 1901  
Mountain Home, Arkansas 72654-1901

V.

The Association shall be a nonprofit corporation, without shares of stock.

VI.

The duration of the Association shall be perpetual.

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VII.

Amendment of the Articles shall require the assent of at least 75 percent (75%) of the owners in the project as shown in the Declaration.

Dissolution of the corporation shall require the assent of at least 75 percent (75%) of the owners in the project through the initial 35-year period following recordation of the Declaration and 67 percent (67%) thereafter. Dissolution and disbursement of all assets shall be carried out in compliance with state law.

VIII.

The names and addresses of the incorporators are as follows:

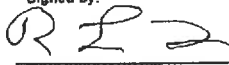
Rexford L. Turner  
P.O. Box 3489  
Palmer, Alaska 99645-3489

Ingeborg M. Turner  
P.O. Box 3489  
Palmer, Alaska 99645-3489

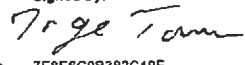
Liesel Griffin  
P.O. Box 1901  
Mountain Home, Arkansas 72654-1901

IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hands and seals:

Dated: 2/21/2025 \_\_\_\_\_

Signed by:   
39B07B8CBACC429...  
Rexford L. Turner

Dated: 2/21/2025 \_\_\_\_\_

Signed by:   
7E8E8C08382C49E  
Ingeborg M. Turner.

Dated: 2/21/2025 \_\_\_\_\_

Signed by:   
D4AC0865E01C467  
Liesel Griffin

Alaska Entity #10304779

State of Alaska  
Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

## Certificate of Incorporation

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**VIEW POINTE AT THE RANCH SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 24, 2025**.

A handwritten signature in black ink, appearing to read "Julie Sande".

Julie Sande  
Commissioner

# **Bylaws**

## **View Pointe at the Ranch Homeowners Association, Inc.**

## BYLAWS

### View Pointe at The Ranch Subdivision Homeowner's Association, Inc.

#### ARTICLE I

##### OFFICE AND REGISTERED AGENT

Section 1. Principal Office. The principal office of View Pointe at The Ranch Subdivision Homeowner's Association, Inc. (the "**Association**") shall be in Palmer, Alaska.

Section 2. Registered Office and Agent. The Association shall have and continuously maintain a registered office and a registered agent in the State of Alaska, as required by the Alaska Nonprofit Corporation Act (the "**Act**"). The registered agent shall be either an individual resident of the State of Alaska or a corporation authorized to transact business in the State of Alaska.

#### ARTICLE II

##### PURPOSES

The Association is an Alaska nonprofit corporation. The purposes for which the Association is formed are as set forth in the Articles of Incorporation and Declaration of Protective Covenants, Conditions, and Restrictions for View Pointe at The Ranch Subdivision Plat Number 2020-93, recorded November 5, 2020, in the Palmer Recording District (the "**Declaration**") The Declaration also includes View Pointe at the Ranch Addition No. 1, Phase 1 (Plat 2021-105), View Pointe at the Ranch 2021 (Plat 2022-3), View Pointe at the Ranch Addition No. 1, Phase 2 (Plat 2022-31), View Pointe at the Ranch Addition No. 1, Phase 3 (Plat 2023-112) and View Pointe at the Ranch Addition No. 1, Phase 4 (Plat 2025-4).

Arctic Devco, Inc, an Alaska business corporation, is the Declarant in these Bylaws (the "**Declarant**").

**ARTICLE III**  
**MEMBERSHIP**

Section 1. Lot Ownership. Every Owner of a Lot (“**Owner**”) in the View Pointe at the Ranch Subdivision (the “**Subdivision**”) shall be a member of the Association. The term (“**Lot**”) shall mean and refer to any parcel of land shown upon any recorded subdivision plat map as listed above in Article II.

Section 2. Transfer and Termination of Membership. The membership of each Owner in the Association shall terminate when the Owner, sells, transfers, or otherwise disposes of the Lot. Upon the sale, transfer, or other disposition of such Lot, membership in the Association shall automatically be transferred to the new Owner.

Section 3. Voting of Members. As members, Owners shall have 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 per Lot be cast.

Section 4. Meetings and Quorum. A quorum shall consist of ten percent (10%) of the total voting members present either in person or by proxy. A majority of the votes cast at a meeting at which a quorum is present shall constitute the action of the members.

Section 5. Regular Annual Member Meetings. A regular annual meeting of the members shall be held each year, at such time, day and place as noticed to the members not less than 10 days nor more than 30 days before the date of the meeting. Such notice shall be given in writing by first-class mail with postage prepaid to such person at his or her address as it appears on the records of the Association or by electronic mail. Such notice shall be deemed to have been given when deposited in the mail or when sent electronically.

**ARTICLE IV**  
**BOARD OF DIRECTORS AND OFFICERS**

Section 1. Powers. There shall be a Board of Directors of the Association (the “**Board**”). The Board may act in all instances on behalf of the Association, as provided in the Declaration, the Articles of Incorporation, the Bylaws or any applicable statutory law. The Board shall have the power and duties necessary for the administration of the affairs of the Association, which shall also include, but not be limited to, the following:

- (a) Enforce the Declaration and the rules and provisions set forth therein;
- (b) Levy, institute, and collect assessments from Owners;
- (c) Institute, defend or intervene in litigation, administrative proceedings, or seek injunctive relief for violations of the Association’s Articles, Bylaws, or Declaration in the Association’s name, on behalf of the Association, on matters affecting the Association;
- (d) Make contracts and incur liabilities, including the right to hire professional managers, accountants, lawyers, and other parties necessary to carry on the affairs of the Association;
- (e) Provide for the indemnification of the Association’s Officers, Board, employee, or other agent through Directors & Officers (Errors and Omissions) and General Liability insurance;
- (f) 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 Bylaws, 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;
- (g) Acquire to take title and hold, encumber or convey in its own name any right, title, or interest to real estate or personal property;

(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) Adopt, amend and repeal such rules, regulations, and policies as it deems reasonable for the maintenance and operation of the Subdivision consistent with the Declaration.

Section 2. Number and Qualifications. There shall be not less than three (3) and not more than five (5) members of the Board. The Directors shall be members of the Association, excluding those directors selected by the Declarant under Section 3 hereof.

Section 3. Initial Selection. The Declarant shall designate the initial three (3) Directors. The initial Board shall continue in office until the Declarant has sold ninety-five percent (95%) of the Lots in the Subdivision, unless the Declarant elects to waive its period of Board control by providing written notice to the Members. The Directors elected to replace the initial Board shall be elected in the manner provided in these Bylaws.

Section 4. Elections. The Board of Directors shall be elected by the voting members at the annual meeting of the members. Directors shall serve for a term of three years, excluding the initial Board members whose terms is set forth in Section 3. The first member elections shall have staggered terms for continuity of leadership. Directors shall serve for the term elected and until a successor is elected and qualified.

(a) Each Director must be a member in good standing of the View Pointe at The Ranch Subdivision Homeowner's Association, Inc.

Section 5. Officers. The officers of the Association (the "**Officers**") shall consist of a President, a Vice President, a Secretary, and a Treasurer and such other officers as designated by and with the authority prescribed by the Board. One person may hold more than one office, other than the offices of President and Secretary. Officers shall be elected by the Board of Directors after the annual meeting of the members.

Section 6. Resignation, Removal & Vacancies. Any Director or Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately. Any Director or Officer may be removed from such office, with or without cause, by the Board or a majority of the voting members at any regular or special meeting of the members called expressly for that purpose. A vacancy in any office shall be filled by the Board for the unexpired term.

Section 7. Regular Annual Board Meetings. A regular annual meeting of the Board of the Association shall be held each year, at such time, day and place as shall be designated by the Board.

Section 8. Special Board Meetings. Special meetings of the Board may be called at the direction of the President or by a majority of the voting Directors then in office, to be held at such time, day and place as shall be designated in the notice of the meeting.

Section 9. Notice of Regular and Special Board Meetings. Notice of the time, day and place of any meeting of the Board shall be given at least 10 days before the meeting and in the manner set forth in Section 1 of Article VII herein. The purpose for which a special meeting is called shall be stated in the notice. Any director may waive notice of any meeting by a written statement executed either before or after the meeting. Attendance and participation at a meeting without objection to notice shall also constitute a waiver of notice.

Section 10. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 11. Compensation. No Director shall receive compensation, either direct or indirect, for any service he or she may render to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties provided the expenses are documented and reimbursement is approved by the other Directors.

Section 12. Manner of Acting. Except as otherwise expressly required by law, the Articles of Incorporation of the Association, or these Bylaws, the act of the majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Each Director shall have one vote. Voting by proxy shall not be permitted.

Section 13. Remote Meetings. Any one or more directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar telecommunications device which allows all persons participating in the meeting to hear each other. Participation by telephone shall be equivalent to presence in person at the meeting for purposes of determining if a quorum is present.

Section 14. Power to Amend Bylaws. The power to adopt, alter, amend, or repeal these Bylaws is vested in the Board of Directors. The Board may amend these Bylaws consistent with the Declaration by a vote of the majority of the Directors at a regular or special meeting.

## ARTICLE V DUTIES OF THE OFFICERS

Section 1. President. The President shall give active direction and have control of the business and affairs of the Association. He or she may sign contracts or other instruments which the Board has authorized to be executed, and shall perform all duties incident to the office of President as may be prescribed by the Board.

Section 2. Vice President. Shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Section 3. Secretary. The Secretary shall keep the minutes of the meetings of the Board; see that all notices are duly given in accordance with the provisions of these Bylaws, ensure staff members keep corporate records; and in general perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board.

Section 4. Treasurer. The Treasurer shall be responsible for all funds of the Association. The Treasurer shall ensure the Board, Officers, and any staff members properly receive and give receipts for any moneys due and payable to the Association and deposit all such moneys in the name of the Association in appropriate banks, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors.

## ARTICLE VI COMMITTEES

Section 1. Architectural Control Committee. Pursuant to the Declaration, there shall be an Architectural Control Committee. Membership of the Committee shall be designated by the Declarant, as long as the Declarant owns at least one Lot in the Subdivision. After such time, the Architectural Control Committee may be designated in accordance with Section 2 hereof.

Section 2. Other Committees. The Board may designate committees as they deem appropriate and necessary. Such committees shall have the powers and duties designated by the Board of Directors and shall give advice and make recommendations to the Board. The Board shall have authority to establish all necessary rules and regulations for new committees.

Section 3. Rules. Each committee and task force may adopt rules for its meetings not inconsistent with these Bylaws or with any rules adopted by the Board.

## ARTICLE VII MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the First (1<sup>st</sup>) day of January every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors, should corporate practice subsequently dictate, but

not without prior approval of the Membership.

Section 2. Books and Records. The books, records, and papers of the Association, and the CC&Rs, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at all times, during reasonable hours, by any Member who makes an appointment through the President, the Secretary, or the Treasurer.

Section 3. Notice. Whenever, under the provisions of these Bylaws, notice is required to be given to a Director, Officer or Committee member, such notice shall be given in writing by first-class mail or overnight delivery service with postage prepaid to such person at his or her address as it appears on the records of the Association or by electronic mail or hand delivery. Such notice shall be deemed to have been given when deposited in the mail or the delivery service.

Section 4. Bonding. If requested by the Board, any person entrusted with the handling of funds or valuable property of the Association shall furnish, at the expense of the Association, a fidelity bond, approved by the Board.

Section 5. Conflicts. In a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails unless the Declaration is inconsistent with any applicable statutory law. In a conflict between the provisions of the Articles of Incorporation and the Bylaws, the Articles shall control.

Certified to be the Bylaws adopted by the Declarant of VIEW POINTE AT THE RANCH  
SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., dated this 2nd day of

February, 2025.

Arctic Devco, Inc.



By: Rexford L. Turner, President

## **Exhibit III**

### **2025 and Projected 2026 Budget**

View Pointe at the Ranch S/D Homeowners Association  
 Budget  
 2025

Income			Prorated 5 Months	
Dues (123 x \$75)	\$9,225.00		\$3,843.75	
	<b>Income Total</b>	<b>\$9,225.00</b>		<b>\$3,843.75</b>
Expenses				
Accounting / Tax Prep	\$320.00		\$133.33	
Bank Charges (Set up Accts)	\$100.00		\$100.00	
Electric	\$3,000.00		\$1,250.00	
Fees & Permits	\$50.00		\$50.00	
Insurance (Gen Liab/D&O)	\$2,214.00		\$922.50	
Legal Fees	\$400.00		\$166.67	
Management Fees	\$2,400.00		\$1,000.00	
Maintenance & Repair	\$500.00		\$208.33	
	<b>Expense Total</b>	<b>\$8,984.00</b>		<b>\$3,830.83</b>
	<b>Minimum Reserve Deposit</b>	<b>\$500.00</b>		<b>\$208.33</b>
	Contingency	-\$259.00		-\$195.41

View Pointe at the Ranch S/D Homeowners Association  
 Budget  
 2026

<b>Income</b>		
Dues (155 x \$75)	\$11,625.00	
	<b>Income Total</b>	<b>\$11,625.00</b>
<b>Expenses</b>		
Accounting / Tax Prep	\$320.00	
Bank Charges	\$0.00	
Electric	\$3,000.00	
Fees & Permits	\$50.00	
Insurance (Gen Liab/D&O)	\$2,214.00	
Legal Fees	\$200.00	
Management Fees	\$2,400.00	
Maintenance & Repair	\$500.00	
	<b>Expense Total</b>	<b>\$8,684.00</b>
	<b>Minimum Reserve Deposit</b>	<b>\$500.00</b>
	Contingency	\$2,441.00

Budget prepared by Ulrike U. Johnson.

Income is based on 155 lots.

Reserves:

\$500.00 per year minimum.

Streetlights

Insurance Deductible