



2005-013112-0

Recording Dist: 311 - Palmer
5/27/2005 8:50 AM Pages: 1 of 5A
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**PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
BIRCH RIDGE ESTATES**

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WFS-100

PART A. PREAMBLE

WHEREAS, the undersigned is the owner of the following described real property:

BIRCH RIDGE ESTATES, according to Plat No. 2005-18, recorded in the Palmer Recording District, Third Judicial District, State of Alaska; and,

WHEREAS, the undersigned desires to assure the continued development of BIRCH RIDGE ESTATES on a high level for the benefit of future property owners therein:

And,

WHEREAS, the undersigned desires to place on and against certain real property within BIRCH RIDGE ESTATES, certain protective covenants regarding the improvements and/or use of said property;

NOW, THEREFORE, the undersigned does hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of the property located in BIRCH RIDGE ESTATES.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED AREA. These covenants shall apply to all lots in the Subdivision. "Lot" shall mean and refer to any of the numbered plots or tracts of land shown upon any recorded plat of BIRCH RIDGE ESTATES.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS. Nothing contained in this document shall prevent the undersigned or its designees from maintaining sales offices on a lot or lots in BIRCH RIDGE ESTATES for the purpose of conducting sales or resales of lots and/or residential units in BIRCH RIDGE ESTATES. The undersigned or its designees shall have an unqualified right to maintain such office or offices until such time as all lots in BIRCH RIDGE ESTATES are sold. Signs up to 40 square feet are allowed by developer until all lots are sold.

B-3. WATER SUPPLY. Each improved lot shall have its own water supply system located on the lot to be served thereby. No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such system as installed shall be the responsibility of the individual owner.

B-4. SANITARY WASTE DISPOSAL. Each improved lot shall have its own sanitary waste disposal system. No individual system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the Environmental Conservation, 18 AAC 72, or such other regulations which may be promulgated by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. PROPERTY RESTRICTIONS.

C-1. SINGLE FAMILY RESIDENCES. Lots may be used for single-family residential purposes only. Temporary buildings may not be placed on any lot for any purpose. No group homes, commercial activities nor natural resource extraction shall be allowed on any lot; except that a homeowner may engage in a business which does not require ostensible, visible

or noticeable business activity including, but not limited to, visits to the lots by members of the public. The intent of this section is to allow professional or business uses which are incidental to the use of the dwelling for residential purposes and which do not detract from the residential character of the neighborhood.

C-2. COMPLETION OF CONSTRUCTION All residential dwellings must have a finished exterior within six (6) months from groundbreaking and be fully completed within one (1) year from groundbreaking.

C-3. OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be utilized within the subdivision.

C-4. DWELLING COSTS, QUALITY AND SIZE

- (a) Value and Size. The minimum finished gross area of the dwelling in square feet, exclusive of open porches and garages shall be as follows:
- (1) If the dwelling is a single level, one-story building: 1400 square feet
 - (2) If the dwelling is a two-story building: 1600 square feet completely finished; 800sf min. Ground Floor
 - (3) If the dwelling is a split entry or tri-level building: 1600 square feet.
 - (4) Basements may be included as daylight or walkout and may be unfinished.
- (c) Garage, Driveways. Each dwelling shall have at least a two-car garage. All structures shall have a full width driveway.
- (d) Building Height. No building shall exceed 45 feet in height from ground level on the front of the building.
- (e) Exterior Appearance, Colors, and Materials. To ensure the development of the Subdivision as a subdivision of high standards, owners shall be responsible for utilizing exterior colors to promote a pleasing and compatible neighborhood appearance. Overly vibrant colors are disallowed, as are color schemes that clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft "earth tones." No owner of any lot or living unit shall alter the exterior color of any structure situation within or forming part of such lots or living unit unless such alteration otherwise complies with the terms of this section.

All siding shall be of finish quality and shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, metal, (other than metal roofing products) stucco or any approved equal finish. Siding materials known as T-111 will not be approved on the front of any structure visible from the street. T-111 may be utilized on the side and rear of a structure if it is not visible from the street. .

C-5. OUTBUILDINGS. Outbuildings are defined as buildings not used as dwellings, including detached garages, utility sheds, greenhouses, barns and shops. Outbuildings may not be used for commercial or rental purposes. All outbuildings shall be constructed utilizing proper foundations, siding and roofing materials and be finished so that they will be similar to the primary structure's appearance. All outbuildings must be completed within 4 months from start of construction. No old buildings or structures shall be moved or placed on said property.

C-6. FENCES. No fence of any kind may be installed in violation of state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or



amended. Additionally, no fence of any kind may be installed unless built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted or stained, or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire fencing or welded wire fencing is permitted.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Said maintenance shall include the ditch line and to the edge of the pavement.

C-8. MAIL BOX AND NEWSPAPER DELIVERY RECEPTACLES. The U.S. Postal Service may require the installation of a central mailbox in this subdivision. If so, each lot owner shall be responsible for the costs and fees associated therewith. Each lot will be allowed to install one box for the delivery of newspapers. Newspaper delivery boxes must be provided by the newspaper publisher, and must not detract from the appearance of the subdivision.

C-9. PLACEMENT OF STRUCTURES. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. The minimum setback requirements are as follows:

Front line: Fifty feet,
Side lot line: Thirty-five feet
Rear lot line: Twenty-five feet

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during construction and sales period.

C-11. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to barking dogs. No motorcycles or vehicles with excessively loud exhaust systems shall be allowed.

C-12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel extracting, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-13. ANIMALS/LIVESTOCK. No livestock or small farming animals or dog kennels shall be allowed. No pit bulls shall be allowed in the subdivision. Each living unit shall be allowed a maximum of two dogs and two cats. All animals shall be kept in runs or in a fenced yard. All cages, dog houses, etc., shall be kept in the rear yard out of site from the front yard. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

C-14. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes or other refuse containers, shall be placed or maintained on or along the side or end of any lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pick-up service may place such containers bearing trash or garbage for pick-up upon the end or side of the lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution, or contract for the pick-up of garbage at such lot. No burning of trash, garbage, refuse, or other waste shall be permitted upon the street front and/or side of any lot at any time, and such burning on the rear of lots shall be permitted only in accordance with the appropriate health and safety laws or ordinance of the Mat-Su Borough in which the lot is located. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in a sanitary condition.



C-15. INOPERABLE VEHICLES. No inoperable vehicles or vehicle body shall be permitted upon any lot within any street or easement adjacent to any lot in the subdivision. A vehicle temporarily inoperative and held for repair by the owner for a period not to exceed thirty (30) days (subject to the availability) of parts shall not be considered a violation of this provision

C-16. OPERATIONAL VEHICLES. Outside storage of operational recreational vehicle in good condition is permitted only alongside garages or other structures. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight to the greatest extent possible. No 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 or street.

C-17. COMMERCIAL VEHICLES. No commercial vehicles, trailers other than utility trailers, vehicles over 1 ton or motorized construction equipment may be placed on any lot for any purpose except during the construction period.

C-18. STORAGE TANKS. No storage tanks are permitted on or beneath any lot at any time, except for water tanks, or water pressure tanks which shall be installed in the garage or crawl space.

C-19. LANDSCAPING/MAINTENANCE. Each lot owner shall landscape any portion of the lot disturbed during the construction process within twelve (12) months after the start of construction. No owner shall be permitted to completely clear a lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, so long as maximum natural beauty and esthetic value of such trees are retained. General Maintenance. Lot/Property owners will be responsible for keeping roadways and adjoining lots clean and free of debris arising from construction activities or maintenance of their lot. Damage caused during construction will be the responsibility of the lot/property owner/builder. Yard, grounds, and buildings shall be kept and maintained in a neat and sightly fashion at all times to maintain the beauty of the community and prevent fire hazards, lots (occupied and unoccupied) must be kept in a neat and orderly condition by each lot owner.

C-20. DRIVEWAYS. Each lot owner shall at the time of driveway construction, obtain a driveway permit from Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations.

C-21. RE-SUBDIVISION. No lot may be re-subdivided into more than 2 lots.

E. GENERAL PROVISIONS

1. Enforcement

a. The declarant, or any owner, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants or restrictions herein contained and 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 costs.

c. Establishing uniformity in the neighborhood is one of the goals of the provisions of this declaration. Since it is difficult to determine damages for the violation of this principal of uniformity over time, the prevailing party in any action to enforce the provisions of the 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 exists, provided that any recovery against an owner under this provision shall be for the benefit of and payable to every other lot owner on a pro-rated basis. Each violation of these covenants shall give rise to a separate liquidated damage recovery.

2. Term

The covenants, conditions, and restrictions of this declaration shall run 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 subsequent periods of 10 years, unless an instrument in writing signed by 67% of the then owners has been recorded within the year preceding the beginning of



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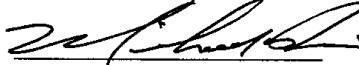
each successive period of 10 years, agreeing to the amendment of said covenants, conditions and restrictions, in whole or in part.

3. Amendment

This Declaration may be amended by recorded instrument at any time by the undersigned until 75% of the lots have been sold. After such time, an affirmative vote of 2/3 of the lot owners in the subdivision may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.

Dated this 1st day of May 2005.

Blackacre Development



By: Michael W. Price

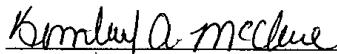
Its: General Partner

STATE OF ALASKA)

) SS:

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27th day of May 2005 by Michael W. Price, General Partner, of Blackacre Development, on behalf of the partnership.



Notary Public in and for Alaska

My Commission Expires: 1-08-08

After recording return to:
P.O. Box 871810
Wasilla, AK 99687



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**2005-029809-0**Recording Dist: 311 - Palmer
10/24/2005 8:38 AM Pages: 1 of 5A
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WFO5-10C **FIRST AMENDMENT AND RESTATEMENT OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BIRCH RIDGE ESTATES**

PART A. PREAMBLE

WHEREAS, on May 27, 2005, Serial No. 2005-013112-0, the original Covenants, Conditions and Restrictions for BIRCH RIDGE ESTATES, Plat No. 2005-18, were recorded; and

WHEREAS, the developer wished to record this document to amend certain provisions and to restate the non-modified provisions, and therefore this document entirely supplants the original recorded covenants, conditions and restrictions.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED AREA. These covenants shall apply to all lots in the Subdivision. "Lot" shall mean and refer to any of the numbered plots or tracts of land shown upon any recorded plat of BIRCH RIDGE ESTATES.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS. Nothing contained in this document shall prevent the undersigned or its designees from maintaining sales offices on a lot or lots in BIRCH RIDGE ESTATES for the purpose of conducting sales or resales of lots and/or residential units in BIRCH RIDGE ESTATES. The undersigned or its designees shall have an unqualified right to maintain such office or offices until such time as all lots in BIRCH RIDGE ESTATES are sold. Signs up to 40 square feet are allowed by developer until all lots are sold.

B-3. WATER SUPPLY. Each improved lot shall have its own water supply system located on the lot to be served thereby. No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such system as installed shall be the responsibility of the individual owner.

B-4. SANITARY WASTE DISPOSAL. Each improved lot shall have its own sanitary waste disposal system. No individual system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the Environmental Conservation, 18 AAC 72, or such other regulations which may be promulgated by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. PROPERTY RESTRICTIONS.

C-1. SINGLE FAMILY RESIDENCES. Lots may be used for single-family residential purposes only. Temporary buildings may not be placed on any lot for any purpose. No group homes, commercial activities nor natural resource extraction shall be allowed on any lot; except that a homeowner may engage in a business which does not require ostensible, visible or noticeable business activity including, but not limited to, visits to the lots by members of the public. The intent of this section is to allow professional or business uses which are incidental to the use of the dwelling for residential purposes and which do not detract from the residential character of the neighborhood.

C-2. COMPLETION OF CONSTRUCTION All residential dwellings must have a finished exterior within six (6) months from groundbreaking and be fully completed within one (1) year from groundbreaking.

C-3. OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be utilized within the subdivision.

C-4. DWELLING COSTS, QUALITY AND SIZE

- (a) Value and Size. The minimum finished gross area of the dwelling in square feet, exclusive of open porches and garages shall be as follows:
 - (1) If the dwelling is a single level, one-story building: 1200 square feet
 - (2) If the dwelling is a two-story building: 1600 square feet completely finished; 800sf min. Ground Floor
 - (3) If the dwelling is a split entry or tri-level building: 1600 square feet.
 - (4) Basements may be included as daylight or walkout and may be unfinished.
- (c) Garage, Driveways. Each dwelling shall have at least a one-car garage. All structures shall have a full width driveway.
- (d) Building Height. No building shall exceed 35 feet in height from ground level on the front of the building.
- (e) Exterior Appearance, Colors, and Materials. To ensure the development of the Subdivision as a subdivision of high standards, owners shall be responsible for utilizing exterior colors to promote a pleasing and compatible neighborhood appearance. Overly vibrant colors are disallowed, as are color schemes that clash with the neighborhood's overall appearance. No owner of any lot or living unit shall alter the exterior color of any structure situation within or forming part of such lots or living unit unless such alteration otherwise complies with the terms of this section.

All siding shall be of finish quality and shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, metal, (other than metal roofing products) stucco or any approved equal finish. Siding materials known as T-111 will not be approved on the front of any structure visible from the street. T-111 may be utilized on the side and rear of a structure if it is not visible from the street. .

C-5. OUTBUILDINGS. Outbuildings are defined as buildings not used as dwellings, including detached garages, utility sheds, greenhouses, barns and shops. Outbuildings may not be used for commercial or rental purposes. All outbuildings shall be constructed utilizing proper foundations, siding and roofing materials. All outbuildings must be completed



within 4 months from start of construction. No old buildings or structures shall be moved or placed on said property.

C-6. FENCES. No fence of any kind may be installed in violation of state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted or stained, or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire fencing or welded wire fencing is permitted.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Said maintenance shall include the ditch line and to the edge of the roadway.

C-8. MAIL BOX AND NEWSPAPER DELIVERY RECEPTACLES. The U.S. Postal Service may require the installation of a central mailbox in this subdivision. If so, each lot owner shall be responsible for the costs and fees associated therewith. Each lot will be allowed to install one box for the delivery of newspapers. Newspaper delivery boxes must be provided by the newspaper publisher, and must not detract from the appearance of the subdivision.

C-9. PLACEMENT OF STRUCTURES. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. The minimum setback requirements are as follows:

Front line: Seventy-five feet
Side lot line: Thirty-five feet
Rear lot line: Twenty-five feet

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during construction and sales period.

C-11. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to barking dogs. No motorcycles or vehicles with excessively loud exhaust systems shall be allowed.

C-12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel extracting, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-13. ANIMALS/LIVESTOCK. No livestock or small farming animals or dog kennels of any kind, whether personal or commercial, shall be allowed, except that one horse may be maintained for each full acre of land owned. No pit bulls shall be allowed in the subdivision. Each living unit shall be allowed a maximum of three dogs and three cats. All animals shall be kept in runs or in a fenced yard. All cages, dog houses, etc., shall be kept in the rear yard out of site from the front yard. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

C-14. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes or other refuse containers, shall be placed or maintained on or along the side or end of any lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pick-up service may place such containers bearing trash or garbage for pick-up upon the end or side of the lot fronting upon the street on which the garbage is picked up on the day designated by



ordinance, resolution, or contract for the pick-up of garbage at such lot. No burning of trash, garbage, refuse, or other waste shall be permitted upon the street front and/or side of any lot at any time, and such burning on the rear of lots shall be permitted only in accordance with the appropriate health and safety laws or ordinance of the Mat-Su Borough in which the lot is located. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in a sanitary condition.

C-15. INOPERABLE VEHICLES. No inoperable vehicles or vehicle body shall be permitted upon any lot within any street or easement adjacent to any lot in the subdivision. A vehicle temporarily inoperative and held for repair by the owner for a period not to exceed thirty (30) days (subject to the availability) of parts shall not be considered a violation of this provision

C-16. OPERATIONAL VEHICLES. Outside storage of operational recreational vehicle in good condition is permitted only alongside garages or other structures. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight to the greatest extent possible. No 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 or street.

C-17. COMMERCIAL VEHICLES. No commercial vehicles, trailers other than utility trailers, vehicles over 1 ton or motorized construction equipment may be placed on any lot within view of any other lot.

C-18. STORAGE TANKS. Above-ground storage tanks are allowed so long as they are properly installed and maintained to prevent spillage.

C-19. LANDSCAPING/MAINTENANCE. No owner shall be permitted to completely clear a lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, so long as maximum natural beauty and esthetic value of such trees are retained. General Maintenance. Lot/Property owners will be responsible for keeping roadways and adjoining lots clean and free of debris arising from construction activities or maintenance of their lot. Damage caused during construction will be the responsibility of the lot/property owner/builder.

Yard, grounds, and buildings shall be kept and maintained in a neat and sightly fashion at all times to maintain the beauty of the community and prevent fire hazards, lots (occupied and unoccupied) must be kept in a neat and orderly condition by each lot owner.

C-20. DRIVEWAYS. Each lot owner shall at the time of driveway construction, obtain a driveway permit from Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations.

C-21. RE-SUBDIVISION. No lot may be re-subdivided smaller than 2 acres.

E. GENERAL PROVISIONS

1. Enforcement

a. The declarant, or any owner, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants or restrictions herein contained and 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 costs.

c. Establishing uniformity in the neighborhood is one of the goals of the provisions of this declaration. Since it is difficult to determine damages for the violation of this principal of uniformity over time, the prevailing party in any action to enforce the provisions of the 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 exists, provided that any recovery against an owner under this provision shall be for the benefit of and payable to every other lot owner on a pro-rated basis. Each violation of these covenants shall give rise to a separate liquidated damage recovery.



2. Term

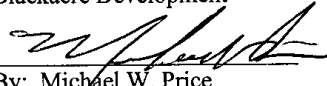
The covenants, conditions, and restrictions of this declaration shall run and bind the land for a term of 35 years from the date this declaration is recorded, after which time they shall be automatically extended for subsequent periods of 10 years, unless an instrument in writing signed by 67% of the then owners has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to the amendment of said covenants, conditions and restrictions, in whole or in part.

3. Amendment

This Declaration may be amended by recorded instrument at any time by the undersigned until 75% of the lots have been sold. After such time, an affirmative vote of 2/3 of the lot owners in the subdivision may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.

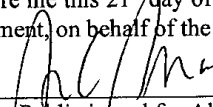
Dated this 21st day of October 2005.

Blackacre Development


By: Michael W. Price
Its: General Partner

STATE OF ALASKA)
) SS:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21st day of October 2005 by Michael W. Price, General Partner, of Blackacre Development, on behalf of the partnership.


Notary Public in and for Alaska
My Commission Expires: 10-27-05

After recording return to:
P.O. Box 871810
Wasilla, AK 99687



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