



**PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
AURORA RIDGE**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the undersigned is the sole owner of properties comprising AURORA RIDGE.

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

NOW, THEREFORE, the undersigned do hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions, and provisions regarding the use and/or improvements of all of the property located in:

AURORA RIDGE, according to Plat No.
2019-118 Recorded in the Palmer Recording District,
Third Judicial District, State of Alaska.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED AREA. The covenants in Part C in their entirety shall apply to all lots in AURORA RIDGE as specifically identified below. Parcel shall mean and refer to any of the numbered lots of land shown upon the recorded plat of AURORA RIDGE.

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

B-3. WATER SUPPLY. Each residence 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 and the applicable laws and regulations of the State of Alaska. Approval of such a system as installed shall be the responsibility of the individual owner.

B-4. SANITARY WASTE DISPOSAL. No individual sanitary waste disposal 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 Title 18, Chapter 72, or such other regulations as may be promulgated by the state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. SINGLE FAMILY RESIDENTIAL PURPOSES. No lot shall be used except for single family residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one single family dwelling with a private garage and utility sheds. 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. No building or structure may be used for a group home or for a commercial purpose of any kind with the exception of an approved bed and breakfast with no more than three (3) rentable rooms. Mother-in-law apartments may be included as a part of a single-family residence, so long as it does not violate any other condition of these covenants. A lot may be used as or for an in-home office provided the following criteria are met:

- (a.) Traffic is not generated in greater volumes than would normally be expected in a single family residential neighborhood.
- (b.) Equipment and operations, including storage, does not create noise, dust, vibration, glare, fumes, odor, drainage, runoff, contamination, pollution, nuisance, or health hazard in violation of any governmental rules and regulations or that is objectionable to reasonable normal senses off the property.
- (c.) No "group homes," "half-way houses," or similar facilities for housing those convicted of crimes and sentenced to temporary or periodic incarceration, shall be permitted.

C-2. MARIJUANA CULTIVATION OR RETAIL. No marijuana cultivations, or retail shops, warehouses, test labs, or stores are allowed on any lot within this subdivision.

C-3. MOBILE HOMES. No mobile homes, or travel trailers shall be utilized for residential purposes within AURORA RIDGE.



C-4. DWELLING COSTS, QUALITY, AND SIZE. The minimum gross area of a dwelling in square feet, exclusive of open porches and garages, shall be as follows:

- (a) if the dwelling is a single level, one-story building; 1400 square feet, all of which must be completely finished
- (b) if the dwelling is a full two-story building; 1600 square feet must be completely finished, of which 800 square feet must be on the ground floor
- (c) if the dwelling is a split entry or tri-level building; 1800 square feet must be completely finished, of which 800 square feet must be on the ground floor
- (d) each dwelling shall have a 2 car garage
- (e) each dwelling may have a shed, garage, or both, the structure, color, and architectural appearance of which shall complement the structure and architectural appearance of the dwelling. The height of a shed or garage structure is restricted to one-story in height
- (f) a greenhouse, garden/tool shed, children's playhouse, doghouse/dogpen, or like structure. No more than two (2) such structures are permitted in the rear yard of a dwelling. Each structure shall not exceed two hundred (200) square feet in area or one story in height
- (g) exterior house colors shall be earth tones, not vibrant bright colors

Construction of all houses shall be at least equal to the present FHA minimum building standards. Each dwelling shall have at least a two-car garage with a full-width driveway that is paved from the garage entrance to the street. No building shall exceed thirty (30) feet in height from the top of the foundation wall level.

C-5. LOT CLEARING RESTRICTIONS. The lot or parcel may be cleared of trees for the purposes of driveways, yards, septic systems, well systems, house construction, and desired open space. In no event shall more than fifty (50%) percent of the land area of any specific lot be cleared of trees. Excepting that Lots 7, 8, 9, 10, 11, 12, 13, and 15, Block 1 can clear trees as necessary to enhance their mountain view and are not bound by the 50% lot clearing restriction.

C-6. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within nine (9) months from the ground breaking and be fully complete within eighteen (18) months therefrom. All siding shall be of finished quality and shall be painted or stained wood, pre-finished metal, or vinyl. No metal roofing products may be used for siding. All outbuildings must be completed in six (6) months from the start of construction.

C-7. BUILDING LOCATION. No building or portion of any building shall be located on any lot nearer to the front lot line than twenty-five (25) feet or nearer to the side street line than twenty-five (25) feet. No building shall be located nearer than ten (10) feet to an interior side lot line. No building shall be located nearer than ten (10) feet to any rear lot line.



C-8. FENCES. No fence of any kind may be installed in violation of any state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless it meets the following criteria: All fences must be built in a professional manner and properly maintained and painted. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire fencing nor welded wire fencing is permitted.

C-9. 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 in which 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, or which may obstruct or retard the flow of water through the 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.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) 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 trade or business of an offensive nature shall be permitted upon any residential lot.

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, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-13. LIVESTOCK. No animals, poultry, or livestock of any kind shall be raised, bred or kept on any lot for any commercial purpose, including, but not limited to, use for sporting purposes such as dogsled competition. This does not include a breeding pair of dogs or other domestic pets, however litters must be sold or disposed of within a reasonable period. All domestic pets (dogs, cats, etc.) will be properly maintained on the owner's property, and will not be allowed to roam or wander freely onto others' property. Dogs, particularly those breeds with reputations, or tendencies to be violent, will at all times be controlled by at least one, or all of, the following control means: voice command, secure leash, fence (either physical or electronically), confined to the residence, or a secure dog run. Dogs, which continuously bark or howl at night, in such a manner to disturb other residents will not be allowed. Pigs, horses, goats, sheep, llamas, Alpaca, etc. are prohibited. It is the Homeowner's responsibility to insure



all animals are healthy, and are properly fed, groomed, and housed out of the elements, particularly during extreme periods of harsh or cold weather. All animals will be treated and maintained in a humane manner. Property/Homeowners will not be allowed to board animals not owned by themselves.

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, regulations, or ordinances of the political subdivision 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 vehicle or vehicle body shall be permitted upon any lot or within any street or easement adjacent to any lot in AURORA RIDGE. 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. A vehicle, which is otherwise operable but is not used or moved for more than a period of more than forty-five (45) days, shall not be considered an inoperable vehicle for purposes of this provision.

C-16. SNOWMOBILES. Snowmobiles and ATV's shall not be operated on the road surface of this subdivision other than for egress or ingress and their use shall be limited to the road right-of-ways only. No snowmobile or ATV operations shall be conducted between the hours of 10 o'clock p.m. and 7 o'clock a.m. All use within the subdivision shall be for the sole purpose of accessing existing trails outside the subdivision. Users of snowmobiles and ATV's within the subdivision shall be responsible for any damage to private property, which occurs as a result of their use. No snowmobile or ATV shall be operated when such operation constitutes a violation of state statutes or the ordinances of the political subdivision where the lot is located.

C-17. MAIL AND NEWSPAPER DEPOSITORIES. Subject to the requirements for mail depositories by the U.S. Post Office the design, material, and finish of any mail or newspaper depository to be erected upon a lot governed by these protective covenants, conditions, and restrictions shall be of the type approved by the Post Office or provided by the newspaper.

C-18. LANDSCAPING. The landscaped portions of each lot, such as lawns, must be mowed and/or maintained on a regular basis, so as to provide a neat and attractive appearance. Ditch lines and grades are to be maintained. There is to be no filling of ditches and ditch lines with soils, trees, stumps, rocks, or gravel and existing ditch lines must be maintained.



C-19. EXTERNAL ANTENNA RESTRICTIONS. Any dish or other type of television or radio antenna or electronic device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be screened from the road and kept in an orderly and maintained appearance.

C-20. DRIVEWAYS. Each lot owner shall, at the time of driveway construction, obtain a driveway permit from the Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations. Each lot shall have landscaping or at least seeding to the edges of paved driveways and within disturbed construction site after house and garage construction.

C-21. ENFORCEMENT. Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof. Suit to enforce these provisions may be brought by any lot owner within AURORA RIDGE in accordance with the State of Alaska laws.

C-22. RESUBDIVISION. The area of the lots herein described shall not be reduced in size by resubdivision. The owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

C-23. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment of a court of competent jurisdiction or court order shall in no way affect any other provisions, which shall remain in full force and effect.

C-24. TERM AND AMENDMENT. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of lots is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended in whole or in part. This Declaration may be amended as follows:

- (a) at any time and through September 11, 2024 the Declarant by a written instrument recorded in the Palmer Recording District, Third Judicial District, State of Alaska, may make such further exceptions, amendments, and additions to these covenants, conditions, and restrictions as it may reasonable deem necessary and proper.
- (b) at any time after September 11, 2024 or upon sale by Declarant of sixty-six percent (66%) of the lots, whichever occurs first, by a written instrument recorded in the Palmer Recording District, Third Judicial District, State of Alaska, demonstrating an affirmative vote of the lot owners representing two-thirds (2/3) of the lots in the



subdivision making such further exceptions. Amendments and additions to these covenants, conditions, and restrictions as deemed appropriate.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 23rd day of September, 2019.

PBJJ INVESTMENTS, LLC

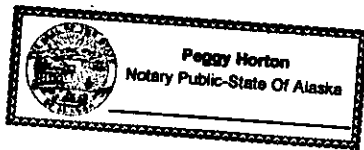
Pio V. Cottini
PIO V. COTTINI, Member

Bonny K. Cottini
BONNY K. COTTINI, Member
Jennings M. Hanseth, Jr.
JENNINGS M. HANSETH, JR.,
Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 23rd day of SEPTEMBER, 2019, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared PIO V. COTTINI and BONNY K. COTTINI, are known to me and to me known to be the individuals named in and who executed the above and foregoing PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AURORA RIDGE, as members of PBJJ INVESTMENTS, LLC, in the name of and for and on behalf of said partnership, and acknowledged to me the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year hereinabove first written.



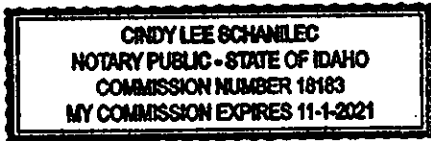
Peggy Horton
NOTARY PUBLIC in and for Alaska
My commission expires: 3-13-2021



STATE OF IDAHO)
)ss.
COUNTY OF Bonner)

THIS IS TO CERTIFY that on the 11th day of September, ^{2019 ~~2018~~}, before me, the undersigned Notary Public in and for Idaho, duly commissioned and sworn as such, personally appeared JENNINGS M. HANSETH, JR., is known to me and to me known to be the individual named in and who executed the above and foregoing PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIIONS FOR AURORA RIDGE, as member of PBJJ INVESTMENTS, LLC, in the name of and for and on behalf of said partnership, and acknowledged to me the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year hereinabove first written.



Cindy Lee Schanilec
NOTARY PUBLIC in and for Idaho
My commission expires: 11-01-21

Return Recorded Document to: PBJJ INVESTMENTS, LLC
Bonny Cottini
P. O. Box 3004
Palmer, AK 99645

