

Accommodation Recording Only
No title insurance involved No
examination made as to effect
of this document on the title to
the estate referenced herein



PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALLIANCE COUNTRY HEIGHTS SUBDIVISION

025-091

PART A. PREAMBLE KNOW ALL MEN BY THESE PRESENTS, WHERE AS, the undersigned are the owners of the following described real property:

Alliance Country Heights, according to **Plat No. 2025-133**, located in the Mat Su Borough, the Palmer Recording District, Third Judicial District, State of Alaska.

WHERE AS, the undersigned desire to assure the continued development of the Subdivision 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 the Subdivision certain protective covenants.

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 the Property.

PROPERTY RESTRICTIONS:

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. Approval of such a system as installed shall be the responsibility of the individual owner.

SANITARY WATER 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 or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

RESIDENCES. No Lot shall be used except for residential purposes. No building shall be erected, placed, altered, or permitted to remain on any Lot other than the one detached single-family dwelling with a private garage or a duplex with private garages. Except on lot 1-3 Block 1 and Lot 1-3 Block 2. These lots are allowed to have a residential attached Triplex or fourplex with a private garages. No building may be placed on any Lot to be used as a utility shed unless its appearance is equal to the residence's standard, utilizing proper foundation and siding. Temporary buildings may not be placed on any Lot for any purpose. Natural resource extraction shall not be allowed on any Lot. However, home based businesses that do not increase vehicular traffic within the subdivision, are not a violation of the restriction stated herein. Mother-in-law apartments may be included as a part of a single-family residence, or as a separate cabin/cottage of equal quality construction as the residence. With a maximum of 1 bedroom.

CANNABIS RESTRICTIONS. Lot owners shall not be permitted to grow cannabis for the purpose of selling or distributing medical or recreational marijuana.

COMPLETION OF CONSTRUCTION. A Lot can remain vacant for as long as the owner desires, however, once development commences, all main dwellings must be completely finished within twelve (12) months from groundbreaking. During the course of construction, the owner or builder shall protect pavements, shoulder 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 shall be occupied during the construction period.

OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be placed on or utilized within the Subdivision for dwelling or residential uses.

STORAGE OF EQUIPMENT, RECREATIONAL ITEMS AND VEHICLES. No mobile homes, tents, broken down or junk vehicles, stored, erected, maintained, or constructed on the subject property. However, recreational vehicles (boats, airplanes, snow machines, ATVs (All Terrain Vehicles), PWC (Personal Watercraft), travel trailers, motor homes), including trailers for such items, which can be stored with minimal view from the road and neighboring residences and are not used for living purposes will not be in violation of these restrictions. Recreational vehicles may be stored behind the dwelling on an appropriate gravel or paved parking pad. All vehicle parking is restricted and must be confined to the owner's Lot. No vehicles are to be parked overnight on any Borough maintained roads within the subdivision. No vehicle shall be permitted to park in any public right-of-way. Repair or restoration of any motor vehicle, boat, trailer, campers, motorcycles, snow machines, all-terrain vehicles, and other machinery shall be considered a nuisance unless such activity is conducted away from plain site.

DWELLING COSTS, QUALITY AND SIZE. *Value and Size.* The ground floor living area of the main structure, exclusive of one-story open porches, garages, and green houses, shall not be less than 1,300 square feet of finished living space for a one-story dwelling excluding basement and walk-out basement. Any two-story dwelling shall have a minimum size of 1,500 square feet of finished living area. Each Duplex must have a minimum of 1000 sq ft on each side.

Construction Standards. Construction of all dwellings shall be at least equal to the present FHA minimum building standards.

Garage; Driveways and Walkways. All dwellings require an attached garage, at a minimum of 2 cars. For Duplex garages, each garage is to be at minimum a single car. No carports shall be permitted. Each Lot Owner shall, at the time of construction, obtain a driveway permit from the Mat Su Borough. All Driveways must be paved. Driveway and culvert installation shall comply with the Mat Su Borough Code. All driveways and walkways shall conform with the natural drainage and be culverted when required to allow unimpeded flow of drainage. Any alteration of natural drainage shall become the responsibility of the owner changing grades and said owner shall make the necessary provisions for such water and runoff. Driveways shall be maintained by the Lot owner.

Building Height. No building shall exceed thirty-five (35) feet in height from the foundation level.

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, 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.



PLACEMENT OF STRUCTURES. All Mat Su Borough setbacks will apply.

SIGNS. No sign of any kind shall be displayed to the public view on any Lot except advertising the property for sale or rent, or signs used by the developer to advertise property during the sales period.

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 on any residential Lot. No Lot Owner or persons within the Subdivision shall use any equipment of any kind, including but not limited to sound reproduction equipment such as chain saws, lawn mowers, recreational vehicles, or any type of internal combustion or electric engine during the period from 10:00 p.m. to 6:00 a.m. Loud noise from any source shall be considered a nuisance under this paragraph, and shall be prohibited.

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.

ANIMALS. No animals, livestock, farm animals, or poultry of any kind shall be kept on any Lot for commercial purposes. Dog sled teams are expressly prohibited. A maximum of 4 household pets are allowed. Household pets shall not be kept outdoors. The only farm animals allowed are chickens, no roosters, with a maximum of 10 chickens. The chickens must have adequate shelter from the elements, and the lot owner must also maintain protective fencing. All pets shall be restricted to the owner's premises and not be allowed to stray at any time. Manure must be properly disposed of so as not to cause an odor. No dog may be maintained on a rope or chain. No animals that are normally wild in their natural state or have been bred with animals that are normally wild, including, without limitation, "wolf hybrids," shall be kept on any Lot.

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 road 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 road 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 road front and/or side of any Lot at any one time, and such burning on the rear of Lots shall be permitted only in accordance with the appropriate health and safety laws or ordinances 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash containers shall be placed so as to not be visible from any public right of way except on days of pickup.

INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted upon any Lot or within any road easement adjacent to any Lot in the subdivision. A vehicle that is otherwise operable but is not used or moved for more than forty-five (45) days shall be considered inoperable for purposes of this provision.



WINDOWS AND FACADES. No garments, rugs, sheets, foil or other objects shall be hung over windows, whether inside or outside a structure. Only customary curtains, shades or draperies, or some combination thereof, visible from the exterior of the improvements to a Lot shall be used.

RE-SUBDIVISION. No Lot may be subdivided or made into additional residential units at any time by any Lot owner. The owners of contiguous Lots can increase their Lot size by re-subdivision only to eliminate Lot lines and combine existing Lots into a larger Lot.

LAWN AND LANDSCAPING. Right of ways and utility easements shall be kept clear of trees, shrubs, any rocks including landscape rocks, otherwise maintained by Lot Owner to roads. All disturbed areas shall be landscaped by the Homeowner with trees, shrubs, mulch, and grass and seeded, weather permitting, not later than the first growing season after occupancy. All lawns are to be maintained free of weeds, mowed, and trimmed whenever growth exceeds four inches (4"). Homeowners shall plant and mow and maintain roadside right-of-way drainage and shoulders in the front of their Lot.

TERM. These covenants shall run with the land, shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns and all conveyances of the property as if set forth in full in such transfers and conveyances. Such covenants shall be binding and effective for thirty-five (35) years from the date hereof, at the end of which time shall be automatically extended for successive periods of ten (10) years, unless a suitable instrument is signed by two-thirds (2/3) of the then Lot owners of the above-described property agreeing to change said covenants in whole or in part and filed for public record.

ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or entities violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof, or both. Suit to enforce these provisions may be brought by any individual Lot Owner or individuals aggrieved by a violation of these provisions, or by the Homeowner's Association, if in effect. Should any suit or action be instituted by any party affected by these covenants to enforce any of said covenants, or to restrain the violation of any thereof after demand for compliance therewith, and for the cessation of such violation, and failure to comply with such demand, then, and in either of said events, and whether such suit or action be reduced to, decree or judgment or not, the prevailing party in such suit or action shall be entitled to recover therein such sum as the court may adjudge reasonable attorney's fees in such suit or action, in addition to statutory costs and disbursements.

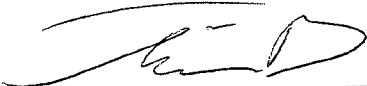
SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

NOTICES. Unless otherwise provided herein, any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner of record at the time of such mailing.

EFFECT OF CITY, STATE AND BOROUGH ORDINANCES. Police, fire and other public safety ordinances by any city, state, borough or municipal corporation or taxing authority having jurisdiction over any portion of the subject property shall govern where more restrictive than these covenants.

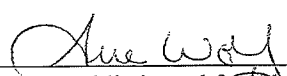


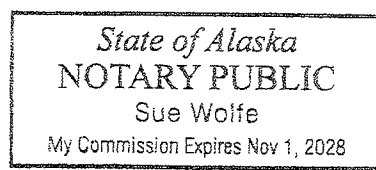
ALLIANCE CONSTRUCTION, LLC

By 
TIMA BALETSKIY, Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on October 21st, 2025, by
TIMA BALETSKIY, Member of ALLIANCE CONSTRUCTION, LLC, an Alaska limited liability
company, on behalf of the company.


Notary Public in and for Alaska
My Commission Expires: 11-1-2028



Record in Palmer Recording District.
Return to:

ALLIANCE CONSTRUCTION LLC
P.O. Box 871793, Wasilla, AK 99687

