

Record in Palmer Recording District.
Return to: Reginald E. Carney, Jr.
1370 S. Jewel
Palmer, AK 99645

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
HIDDEN JEWEL**

ARTICLE I: Declarant

Section 1.01. Declarant. Ark Home Builders, LLC, an Alaska limited liability company, (the “Declarant”), owner in fee simple of the real estate described in Section 2.02, located in the Palmer Recording District, Third Judicial District, State of Alaska, desire to subject or impose upon the real estate certain covenants, conditions, and restrictions for the development and benefit of the Subdivision and its present and subsequent Lot Owners.

Section 1.02. Limited Expense Liability Subdivision. Pursuant to AS 34.08.030, this Subdivision is not subject to Development Rights and the annual average common expense liability of all Lots restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed \$100, as adjusted under AS 34.08.820, and is subject only to AS 34.08.720-34.08.740.

ARTICLE II: Name; Description of Real Estate

Section 2.01. Name. The name of the Subdivision is Hidden Jewel.

Section 2.02. Real Estate. The Subdivision is located in the Palmer Recording District, Third Judicial District, State of Alaska. The real estate of the Subdivision is described as follows:

Lots 1-2 of Block 1 and Lots 1-2 of Block 2, Hidden Jewel, according to Plat No. 2024-_____, located in the Palmer Recording District, Third Judicial District, State of Alaska (the “Subdivision”).

ARTICLE III: Lots

Section 3.01. Number of Lots. The number of Lots in the Subdivision is four (4). The identification number of each Lot is shown on the Plat by Lot number.

Section 3.02. Subdivision of Lots. No Lot may be re-subdivided.

ARTICLE IV: Special Declarant Rights

Section 4.01. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

- (a) The right to complete or make improvements indicated on the Plat.
- (b) The right to maintain sales offices, management offices, and models on Lots, but only in a manner which does not unreasonably disturb Lot Owners;
- (c) The right to maintain signs in the Subdivision to advertise the Lots; and

(d) Convey utility and drainage easements to utility companies and the Matanuska-Susitna Borough.

Section 4.02. Limitations on Special Declarant Rights. Unless earlier terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant at any time before _____.

Section 4.03. Personal Property of Declarant. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction, and maintenance of the Subdivision. The Declarant reserves the right to remove from the Property any and all goods, models, and Improvements used in development, marketing, and construction, whether or not they have become fixtures.

Section 4.04. Declarant's Easement for Construction. The Declarant reserves the right to perform warranty work, repairs, construction work, and to store materials in secure areas on Lots and the further right to control all such work and repairs and the right of access thereto, until the completion of any such repair work. Such easement also includes the Declarant's right to convey utility and drainage easements to public utilities, municipalities, and the State.

Section 4.05. Lot Ownership by Declarant. Until Declarant no longer owns any Lots in the Subdivision, the Declarant and its duly authorized agents, representatives, and/or employees may maintain any Lot owned by the Declarant as a model Lot, sales office, or management office.

ARTICLE V: Restrictions on Use and Occupancy

Section 5.01. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions shall apply to all Lots.

(a) **Land Use and Dwelling Type.** No Lot shall be used except for single residential purposes, except that professional or business uses may be conducted in a dwelling provided that the uses must be incidental to the use of the dwelling for residential purposes. Non-residential activities must comply with governmental regulations addressing home occupations. No signs may indicate in any way that a nonresidential activity is being conducted, and no material increase in street traffic is permissible.

No dwelling or structure shall be erected, altered, placed, or permitted to remain on any Lot other than the following structures, which shall be subject to all of the terms and provisions of this Declaration:

i. Lots are permitted to have one (1) detached single-family dwelling only.

ii. Every detached single-family dwelling must have a garage at least twenty-four (24) feet wide, capable of housing at least two automobiles side by side, and a minimum of six hundred (600) square feet. Carports are not allowed.

- iii. Fences, gates, and associated structures.
- iv. Retaining walls.
- v. A greenhouse.
- vi. A garden tool shed, children's playhouse, or like structure.
- vii. A doghouse and/or pen or other animal facility.
- viii. Any other accessory dwelling, shed, structure, antenna, alternative energy equipment.
- ix. A driveway and walkways.
- x. Decks.
- xi. A detached mother-in-law cottage or apartment.
- xii. A detached shop.

(b) Dwelling Quality, Size, and Construction. Each single-family dwelling on all Lots shall contain a minimum floor area of 1,600 square feet for single-story dwellings and 1,800 square feet for multi-story dwellings of above-grade living area. General Construction Guidelines as set forth on **Exhibit A** apply to the construction of each and every dwelling in the Subdivision.

(c) Dwelling Location and Setbacks. No dwelling shall be located on any Lot nearer to the Lot lines than the setback requirements of this Section.

Front-Yard Setbacks. All Lots shall have a building setback of thirty-five (35) feet in front of the dwelling. The front of the dwelling is the side that faces the right-of-way. No portion of a building, except the eaves, may encroach into that setback.

Side-Yard Setbacks. All Lots shall have a building setback of twenty (20) feet from the property adjacent to another Lot that is part of the Hidden Jewel property.

Compliance with Matanuska-Susitna Borough. All dwellings, outbuildings, and other structures on all Lots shall also comply with setback requirements set out by the Matanuska-Susitna Borough.

(d) Completion of Exteriors and Dwelling Occupancy. A dwelling must be enclosed, and its exteriors finished within twelve (12) months of the time of beginning of construction. Driveways and sidewalks must be paved within eighteen (18) months of the time of beginning on construction. No dwelling shall be occupied prior to the completion of the exterior.

(e) **Dwelling Entrances.** The entrance to the front of the dwelling shall be no more than three steps above grade.

(f) **Driveways.** All Lots shall have only one driveway from the right-of-way. The driveway surface shall be constructed of asphalt or concrete.

(g) **Siding.** Siding shall be predominantly horizontal siding. Panelized or sheet siding may only be used judiciously in conjunction with other finishes. Vinyl siding shall not be used. T-111 is prohibited on all dwellings and outbuildings.

(h) **Exterior Colors.** Exterior colors shall be muted earth tones. Some bolder colors may be used judiciously for doors, trim, or other accents. A consistent, yet varied, look is the objective.

(i) **Sidewalks.** Each dwelling shall have a sidewalk from the driveway to the dwelling main entry and shall be constructed of concrete or pavers.

(j) **Temporary Structures.** No temporary structure, boat, truck, trailer, camper, or recreation vehicle of any kind shall be used as a living area while located in the Subdivision. Temporary construction structures shall be limited to small, approved structures under two hundred (200) square feet. These structures shall only be used during the construction or modification phase of a dwelling and shall be removed promptly upon completion of the improvements on the Lot.

(k) **Permanent, Detached Structures (Outbuildings).** Any permanent, detached structure must be finished to blend into the surroundings, its siding must be similar to the siding of the dwelling on the Lot, and it must be within all setbacks affecting the dwelling. A maximum of one (1) outbuilding shall be permitted on any Lot.

(l) **Landscaping and Natural Vegetation.** All disturbed areas must be at least temporarily revegetated within one year of beginning construction. Within eighteen (18) months of the commencement of construction, any disturbed areas not covered by asphalt, concrete, decking, a structure or similar covering, or garden shall be revegetated or landscaped. Within two years of beginning construction, or one year after occupancy, whichever is first, all disturbed areas shall have permanent landscaping. The landscaping on each Lot is expected to be maintained in good condition. All dead, distressed, undesirable, or fallen trees shall be removed.

The Declarant shall plant grass within the road right-of-way from the outside limits of the right-of-way to near the shoulder of the road. Grass is the only landscaping allowed in the road right-of-way between the asphalt and the bottom of the ditch (does not include infiltration pits). The Lot Owners are responsible for maintaining the grass in the road right-of-way.

(m) **Signs.** No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale, or a sign used by the Declarant or builder to advertise the property during the construction or sales period.

Declarant may construct a permanent sign displaying the name of the Subdivision at the entrance to the Subdivision.

(n) Fencing. Fencing must be of quality material, appropriate for the location and use and must be properly maintained. If fencing can no longer be maintained in a proper condition, the Lot Owner shall remove it. Unless the adjacent Lot Owner consents, the fence shall be off the property line at a distance to allow maintenance from the fence owner's property. No fences shall be located between the front of the dwelling and the road, except where adjacent to property outside the development.

(o) Decks. All decks must comply with the deck code requirements of the Matanuska-Susitna Borough now enacted, or as amended.

(p) Garbage and Refuse Disposal. Trash, garbage, or other waste shall be disposed of through a household garbage disposal or wrapped in a secure package and deposited in a sanitary container. The sanitary container shall be sheltered or kept away from the public view, except the sanitary container or containers may be placed in the public view on the eve or day of garbage pickup. No outside burning of trash or garbage shall be allowed. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials other than in connection with approved construction. Each Lot Owner shall be responsible for their trash removal and shall have regular scheduled removal. Any scattered trash must be collected and removed by the responsible Lot Owner.

(q) Animal Regulations. Animals kept on any Lot shall not be a nuisance for the neighbors or an aesthetic distraction. Nuisances shall include, but not be limited to, odors, unsightly or unkept facilities, noise, property damage, unsanitary conditions, or cause of reasonable fear. A maximum of two (2) household pets may be kept on any Lot.

Any structure constructed on a Lot for the purpose of housing animals shall be of a quality, as much as applicable, similar to the dwelling. Structures for animals shall be in the back of the dwelling (opposite from any right-of-way frontage) or behind a solid fence.

No animals may be kept on any Lot for commercial purposes.

No dangerous animals shall be kept on any Lot. This includes, but shall not be limited to, exotic animals capable of injuring humans or vicious dogs.

It is prohibited to attract wild mammals on the Property by feeding or any other means.

All non-wild animals shall be restrained within Hidden Jewel. When animals are off their owner's Lot, they shall be constrained, and the animal feces shall be cleaned up immediately. All animal waste shall be cleaned up and removed from the Lot on a regular basis.

(r) Sight Distance. Fences, walls, hedges, or shrub planting must conform with local sight distance standards for corner Lots.

(s) **Water and Sewer.** Water well and septic system must be located to mitigate the encroachments onto nearby Lots that will negatively impact placement of water well and septic systems. All wells and septic systems shall be placed and constructed according to State law. No Lot may have more than one (1) well and one (1) septic system.

(t) **Parking and Vehicle Restrictions and Storage.** No wrecked, inoperative, vandalized, or otherwise derelict-appearing automobiles, and no trailers, mobile homes, truck campers, detached camper units, boats, motorcycles, snowmachines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, shall be kept, placed, stored, or maintained upon any Lot, except within a closed garage, or visibly obscured from the public streets, an adjoining Lot, or a nearby dwelling. Fencing, landscaping, or natural vegetation may act as the screen. Recreational vehicles must be parked on a pad constructed of gravel, asphalt, or concrete. Operative vehicles may be temporarily outside of screening if incidental to ordinary use.

(u) **Oil and Mining Operations.** No oil or gas drilling, development operations, refining, quarry, or mining operations of any kind shall be permitted on 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 on any Lot. No surface entry will be permitted, and no extraction of minerals will be permitted, other than Declarant's removal of gravel for construction.

(v) **Nuisances.** No noxious or offensive activity shall be carried on or within the subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Motor bikes, motorcycles, and automobiles shall have operable mufflers. No illegal or immoral activity, civil or criminal, will be permitted in the Subdivision.

(w) **Antennas, Cell Towers, and Alternative Energy Devices.** Outside antennas, satellite dishes, and/or cell towers are not permitted on any Lot. Alternative energy devices are encouraged but must be placed so as not to be an undue nuisance or unsightly. Placement of these devices anywhere on the Lot or on the dwelling that can be seen, heard, or smelled must be approved in advance. Approval shall not be withheld simply because the device can be seen. Placement should be discrete and some loss in a device's effectiveness is reasonable if it adds significantly to its discrete placement. If a device is mounted on a pole rising from the ground, the pole shall not be higher than the highest point on the dwelling. The pole may not be in front of the dwelling and at least thirty feet from the common property line with another Hidden Jewel Lot. If mounted on the dwelling, it shall not be higher than five (5) feet above the highest point on the dwelling. An antenna situated on the ground and visible from the street or from other Lots must be visibly obscured by existing landscaping or fencing.

(x) **Utility and Drainage Easements.** Easements for installation and maintenance of utilities are reserves as shown on the recorded plat. Within these easements, no structures, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and foreseeable maintenance of utilities.

(y) **Cannabis.** No Lot may be used to grow cannabis for the purpose of selling or distributing medical or recreational marijuana in any form.

(z) **Drones.** The use of drones in a way that infringes on the privacy of a Lot Owner shall not be permitted in the Subdivision.

ARTICLE VI: Easements and Licenses

Section 6.01. Recording Data. The Subdivision is subject to easements or licenses granted by the Declarant as shown on the Plat, pursuant to Section 4, or other provisions of this Declaration.

ARTICLE VII: General Provisions

Section 7.01. Enforcement.

(a) The Declarant and individual Lot Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or restrictions herein contained. Failure to enforce a portion of these covenants, conditions and restrictions shall in no event be deemed a waiver of the right to do so thereafter.

(b) In any action to enforce the provisions of this Declaration the prevailing party shall be entitled to recover actual reasonable attorney's fees and court costs.

(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 a Lot 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.

Section 7.02. 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:

(a) Until _____, the Declarant may amend the Declaration at any time provided Declarant owns one (1) or more Lot(s) within the Subdivision;

(b) Amendment by not less than 75% of the Lot 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;

Section 7.03. 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 Lot 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.

ARTICLE VIII: Miscellaneous

Section 8.01. Captions. The captions contained in the Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Declaration nor the intent of any provision hereof.

Section 8.02. Waiver. No provision contained in the Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.03. Invalidity. The invalidity of any provision of the Declaration does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all other provisions of the Declaration shall continue in full force and effect.

Section 8.04. Conflict. The Declaration, the Bylaws, and the Articles of Incorporation are intended to comply with the requirements of Title 10, Chapter 20, of the Alaska Statutes (Non-Profit Corporation Law). In the event of any conflict between these documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other documents, this Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this
_____ day of _____, 2024.

DECLARANT: Ark Home Builders, LLC

Reginald E. Carney, Jr., Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Reginald E. Carney, Jr., to me known and known to me to be the Member of Ark Home Builders, LLC, named in the foregoing document, and he acknowledged to me that he executed the foregoing Declaration for the uses and purposes therein stated on behalf of the company.

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

Notary Public in and for Alaska
My Commission Expires _____

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EXHIBIT A: General Construction Guidelines

The following construction guidelines shall apply to all Lots.

1. A good mix of quality architectural designs and finishes are encouraged.
2. Trees and stumps shall not be buried on any Lot.
3. During construction, the Lot Owner is responsible for maintaining its Lot as clean as is practical. Any debris that may be blown by the wind shall be disposed of or contained promptly.
4. All dwellings shall be constructed to take advantage of the views. This shall include orientation and window placement and size.
5. The geometry and elevations of the fore slopes and bottom of the drainage ditch shall not be significantly changed within the right-of-way, except to install a driveway. Permission shall only be given if the applicant demonstrates that the drainage will not be adversely affected.
6. Culverts for driveways shall be installed to have positive drainage and extend at least two feet beyond the edge of the driveway asphalt. Despite the driveway having a culvert, the driveway shall have a swale of at least two inches lower than the edge of the road asphalt to provide for surface longitudinal drainage of stormwater from the upstream side to the downstream side. The upstream end of the driveway swale shall be at least two inches higher than the downstream end. The swale shall function as the mechanism to move stormwater if the culvert gets plugged with ice and snow and to channel stormwater from the driveway into the ditch. At the outlet of each culvert shall be a pit to a depth of eight (8) feet or to the native gravel, but not less than six (6) feet. The pit shall be filled with sewer rock.
7. During construction, the ditches shall be kept clear, except as needed for driveway construction. The Lot Owner shall be responsible for any material cleanup necessary. Any concrete washout or other waste material in the right-of-way shall be the responsibility of the Lot Owner who used the concrete or waste material.
8. Trees removed during construction may be burned on site until one year after the Lots have been platted. Burning may only take place if a burn permit has been secured and the adjacent Lot Owners and the Declarant have been notified of when the burning will take place.