



stewart title

Property Profile Report

01/20/2026

4431 E Cobblestone Dr, Wasilla

Prepared by:

Christi Erwin

Stewart Title of Alaska

2002 E Bogard Road, Ste A

Wasilla, AK 99654

Mobile (907) 354-5186

christi.erwin@stewart.com

Prepared for:

Allisha Sena

Tanner Group Premier Real Estate

951 E Bogard Road Ste 103

Wasilla, AK 99654

Report Provided by:

Stewart Title

2002 E Bogard Road, Ste A

Wasilla, AK 99654

(907)376-2220 Main

www.stewart.com/wasilla

Tax Report

BEES Certificate

Summary of Bldg Insp

Vesting

Deed of Trust

Plat Map

CCR

No As-Built

As-Built Attached

As-Built Requested/Will forward if rcvd

Other - Party Wall Agreement

Notice of Default

Disclaimer

This property report is provided “as is” without warranty of any kind, either express or implied, including without limitations any warranties of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this property report without a title insurance policy.

The information contained in this property report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.



MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 55857B06L002

Site Information

Account Number	55857B06L002	Subdivision	FIELD OF VIEW PK ADD 1
Parcel ID	53234	City	None
TRS	S18N01E18	Map WA02	Tax Map
Abbreviated Description (Not for Conveyance)	FIELD OF VIEW PK ADD 1 BLOCK 6 LOT 2		

Site Address

4431 E Cobblestone Dr

Ownership

Owners	GOODARZI TERRY NICHOLAS	Buyers	
Primary Owner's Address	4431 E COBBLESTONE DR WASILLA AK 99654	Primary Buyer's Address	

Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed ¹
2025	\$25,000.00	\$413,300.00	\$438,300.00	2025	\$0.00	\$158,580.00	\$158,580.00
2024	\$25,000.00	\$395,700.00	\$420,700.00	2024	\$0.00	\$150,019.00	\$150,019.00
2023	\$25,000.00	\$377,500.00	\$402,500.00	2023	\$25,000.00	\$377,500.00	\$402,500.00

Building Information

Structure 0 of 1

Residential Units	1	Use	Residential Building
Condition	Standard	Design	Two Story
Basement	None	Construction Type	Frame
Year Built		Grade	04.8
Foundation	Concrete Block	Well	
Septic	Septic - 1 - Septic Tank		

Building Item Details

Building Number	Description	Area	Percent Complete
0	Gas Heat		100%
0	Fireplace Heatilator - 8N	1 Sq. Ft.	100%
0	Garage (10.3) Area - 11M	488 Sq. Ft.	100%
0	First Story	960 Sq. Ft.	100%
0	Second Story	1104 Sq. Ft.	100%

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2025	Yes	0016	11.409	\$1809.23
2024	Yes	0016	11.691	\$1753.88
2023	Yes	0016	11.264	\$4533.76

Recorded Documents

Date	Type	Recording Info (offsite link to DNR)
3/16/2022	WARRANTY DEED (ALL TYPES)	Palmer 2022-005924-0
10/21/2020	WARRANTY DEED (ALL TYPES)	Palmer 2020-026818-0
5/2/2006	WARRANTY DEED (ALL TYPES)	Palmer 2006-011438-0

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total ³	LID Exists
Current		\$0.00	\$0.00	\$0.00	\$150,000.00	\$279,720.00 No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
	0.58	0.58 Assembly District 001	29-510	132 Greater Palmer Consol	028 Gold Trail RSA

¹ Total Assessed is net of exemptions and deferrals.rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

² If account is in foreclosure, payment must be in certified funds.

³ If you reside within the city limits of Palmer or Houston, your exemption amount may be different.

Last Updated: 1/21/2026 7:00:00 PM



MS216414

WARRANTY DEED
A.S. 34.15.030

The Grantor,

YOUR NEXT HOME, LLC, an Alaska limited liability company, whose address is P.O. Box 874482, Wasilla, AK 99687, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, and as part of an IRC Section 1031 Tax Deferred Exchange, conveys and warrants to the Grantee,

TERRY NICHOLAS GOODARZI, an unmarried person, whose address is 15760 Kiegan Ln, Shepard Montana, 59079, the following described real property:

Lot 2, Block 6, FIELD OF VIEW PARK - ADDITION NO. I, according to the official plat thereof, filed under Plat Number 2006-94, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

Subject to:

Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof, said patent was recorded October 15, 1962, in Book 43 at Page 269.

Reservations and exceptions as contained in the State of Alaska Patent and/or in Acts authorizing the issuance thereof, said patent was recorded June 30, 1969, in Book 76D at Page 147.

Notes as shown on the plat of Field Of View Park - Addition No. I, Plat No. 2006-94.

Easement(s) as delineated on the plat of Field Of View Park - Addition No. I, Plat No. 2006-94.

Covenants, conditions, restrictions and/or easements, including terms and provisions thereof, recorded March 28, 2006, Reception No. 2006-007738-0, amended by instrument recorded May 31, 2007, Reception No. 2007-013307-0, amended by instrument recorded March 20, 2008, Reception No. 2008-006451-0.

Liability for future assessments and/or charges as may be imposed by any Applicable Homeowners Association.

Terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act of the State of Alaska (Chapter AS 34.08) and supplements and amendments thereto.

Liability for future assessments and/or charges as may be imposed by the Field of View Water Company.

Blanket Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded April 19, 2021, Reception No. 2021-010670-0.

Further subject to reservations and exceptions in U.S. and/or State of Alaska Patents and in Acts authorizing the issuance thereof; easements, rights-of-way, covenants, conditions, reservations, notes on plat, by-laws, and all other restrictions of record, if any.

Date: March 15, 2022

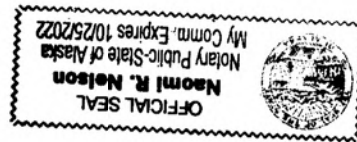
GRANTOR: YOUR NEXT HOME, LLC

By [Signature]
DAVID RASPUTKOV, Managing Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on March 15, 2022, by DAVID RASPUTKOV, Managing Member of YOUR NEXT HOME, LLC, an Alaska limited liability company, on behalf of the company.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 10/25/22




Date: March 8th 2022

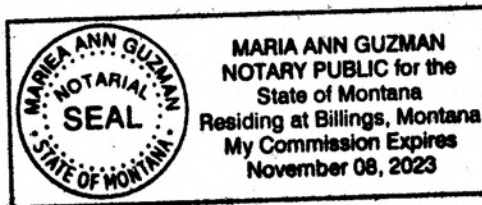
GRANTEE:


TERRY NICHOLAS GOODARZI

STATE OF MONTANA)
COUNTY OF YELLOWSTONE) ss.

The foregoing instrument was acknowledged before me on March 8th, 2022, by TERRY NICHOLAS GOODARZI.


Notary Public in and for Montana
My Commission Expires: 11/08/2023



Record in Palmer Recording District.

Return to:

TERRY NICHOLAS GOODARZI

1800 Fern St
Wasilla AK 99654



Table with 4 columns: Parcel No., Section, Line, Easement. Rows include parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30.



CURVE DATA table with columns: Stationing, Curve Length, Curve Tangent, Curve Area, Curve Volume. Contains data for curves 1 through 29.

TRACT A1
120.528 Acres
Future development

LEGEND
FORKWOOD ADDITION No. 1, Plat No. 79-324

- Boas cop monument located this survey
- 5/8" rebar which located this survey
- 5/8" 5/8" X 24" rebar with identifying cap this survey
- Rebar date
- Non-Rebar

NOTES

- There may be federal, state or local requirements governing land use...
2. No individual...
3. In accordance with the requirements, standards and recommendations of the...
4. No aboveground utilities permitted within the 5 ft. snow storage easement.

CERTIFICATE OF SURVEY

Subscribed and sworn to before me this 3rd day of January 2004, at Anchorage, Alaska.

NOTARY'S ACKNOWLEDGEMENT

Notary Public for the State of Alaska

PLANNING & LAND USE DIRECTORS' CERTIFICATE

Planning & Land Use Director

CERTIFICATE OF PAYMENT OF TAXES

I hereby certify that all current taxes and special assessments...

RESTRICTIVE COVENANTS

Restrictive covenants were recorded in the Planning & Land Use Director's Office...



Palmer 2006-94
Palmer 2006-44

AFFIDAVIT

(I)(We) hereby certify that (I)(We) hold the herein specified property interest in the property shown and described hereon and that (I)(We) hereby adopt this plan of subdivision by (my)(our) free consent(,)(.) (dedicate) (all rights-of-way) (and public areas) (to the Matanuska-Susitna Borough) and (grant all easements to the use shown). *(delete inapplicable phrases)*

Reception/Serial No. _____

FIELD OF VIEWS PARK
A SUBDIVISION OF TRACK A
Current Legal Description or
Book & Page of Document

FIELD OF VIEWS PARK ADD #1
Proposed Subdivision Name or
Public Use Easement

[Handwritten Signature]

(Signature)

LIEN HOLDER

Interest in Property

PHILLIP REID

(Printed Name)

FIRST NATIONAL BANK OF ALASKA

Company Name

8725 OLD SEWARD HWY
ANCHORAGE, AK 99500
Address

VICE PRESIDENT

Representative's Title

NOTARY CERTIFICATION

State of Alaska)
)ss
Third Judicial District)

SUBSCRIBED and SWORN to (or affirmed) before me this 6TH day of MARCH
2006, by PHILLIP REID
(year) (name of signers(s))

[Handwritten Signature]

(signature and seal of notary)
My commission expires: 05-17-08



palmer 2006-94
Palmer 2006-44

AFFIDAVIT

(I)(We) hereby certify that (I)(we) hold the herein specified property interest in the property shown and described hereon and that (I)(we) hereby adopt this plan of subdivision by (my)(our) free consent(,)(.)(dedicate)(all rights-of-way) (and public areas) (to the Matanuska-Susitna Borough) and (grant all easements to the use shown). {delete inapplicable phrases}

TRACT A FIELD OF VIEW PARK
Current Legal Description or
Book & Page of Document

FIELD OF VIEW PARK ADD #1
Proposed Subdivision Name or
Public Use Easement

Patrick Lamb
(Signature)
Patrick Lamb
(Printed Name)

Address

Owner
Interest in Property

NOTARY CERTIFICATION

State of Alaska)
)SS
Third Judicial District)

SUBSCRIBED and SWORN to (or affirmed) before me this 23 day of Feb
(month)
2006, by Patrick Lamb
(year) (name of signer(s))



Nancy J. Frost
(signature and seal of notary)
My commission expires: 12/26/09

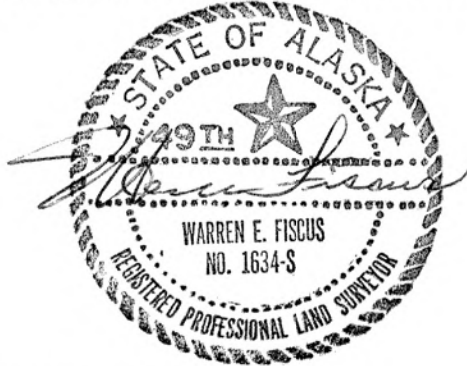
Palmer 2006-94 **AFFIDAVIT**

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

I Warren Fiscus, a registered land surveyor licensed in the State of Alaska, being duly sworn, deposes and says that the revision made on the plat of FIELD OF VIEW PARK ADDITION NO. 1, Plat No. 2006-44 as per Matanuska-Susitna Borough request dated 6 June, 2006.

This action is to correct the directional designation of Cobblestone Drive.

Plat Revision: Corrected directional designation of Cobblestone Drive from West to East.



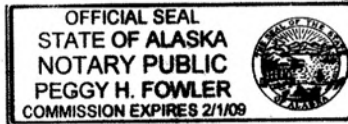
DATE 19 June 2006

Warren Fiscus
Warren Fiscus, RLS

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this 26TH day of JUNE, 2006.

2-1-09
My commission expires



Peggy H. Fowler
Notary for the State of Alaska

Approved by Platting Department this 27 day of June, 2006.

ATTEST:

M. Murphy O'Brien
Planning & Land Use Director
Matanuska-Susitna Borough

Marilyn McLune
Platting Clerk

Palmer 2006-94
Palmer 2006-44

AFFIDAVIT

(I)(We) hereby certify that (I)(we) hold the herein specified property interest in the property shown and described hereon and that (I)(we) hereby adopt this plan of subdivision by (my)(our) free consent(,)(.)(dedicate)(all rights-of-way) (and public areas) (to the Matanuska-Susitna Borough) and (grant all easements to the use shown). *{delete inapplicable phrases}*

FIELD OF VIEW PARK
A SUBDIVISION OF TRACK-A
Current Legal Description or
Book & Page of Document

FIELD OF VIEW PARK
Proposed Subdivision Name or
Public Use Easement

X Come Lamb
(Signature)
Jane Lamb
(Printed Name)

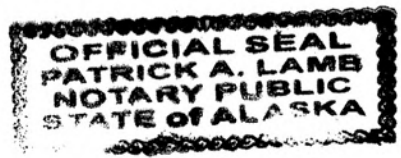
Address

LIENHOLDER
Interest in Property

NOTARY CERTIFICATION

State of Alaska)
)ss
Third Judicial District)

SUBSCRIBED and SWORN to (or affirmed) before me this 28th day of Feb
(month)
2006, by Jane Lamb
(year) (name of signer(s))



Patrick A. Lamb
(signature and seal of notary)
My commission expires: 6-24-08

2004-023441-0

Recording Dist: 311 - Palmer
8/23/2004 3:18 PM Pages: 1 of 9

A
L
A
S
K
A



CC

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIELD OF VIEW PARK.

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

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

FIELD OF VIEW PARK, according to Plat No. 2004- 131 recorded in the Palmer Recording District, Third Judicial District, State of Alaska, excepting therefrom Tract A.

Hereinafter referred to as "The covered property";

And

WHEREAS, the undersigned desires to place on and against the covered property 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 covered property as follows.

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 lots or tracts of land shown upon any recorded plat of FIELD OF VIEW PARK except Tract A.

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 FIELD OF VIEW PARK. The undersigned or its designees shall have an unqualified right to maintain such office or offices until such a time as all lots in FIELD OF VIEW PARK 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 a 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 requirements, standards and recommendations of the Alaska Department of Environmental Conservation, 18 ACC 72, or such other regulations which may be published by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. PROPERTY RESTRICTIONS.

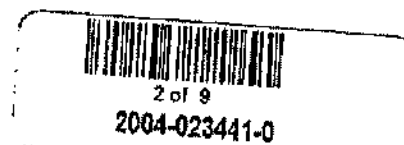
C-1. SINGLE FAMILY RESIDENCES. Lots may be used for single family residential purposes only. Temporary buildings may not be placed on any lot for any purpose. No group homes, commercial activities nor natural resource extraction shall be allowed on any lot; except, that a homeowner may engage in a business which does not require ostensible business activity including, but not limited to, visits to the lots by members of the public to cause excessive traffic flow through the neighborhood. 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 nine (9) months from groundbreaking and have a fully completed interior within one (1) year from groundbreaking, except for planned unfinished areas, i.e. basements.

C-3. OFF-SITE PREFABRICATION. No mobile homes, modular homes, or homes prefabricated offsite shall be utilized for any reason within the subdivision. Motor homes and travel trailers may be stored or used on lots, but may be used as a dwelling only during the construction period of the main structure. Motor homes and travel trailers utilized on lots after the construction period ends may be utilized during the recreational summer season for guest type lodging only and for a period not to exceed three (3) weeks. No skirting on motor homes or travel trailers shall be allowed at all. Tents may be utilized for recreational purposes only for periods not to exceed four (4) days.

C-4. DWELLING COSTS, QUALITY, AND SIZE.

(a) Value and Building Size. No single family dwelling structure shall be permitted on any lot which has an appraised value of less than \$130,000 excluding land and outbuildings, based upon 2004 costs. The minimum finished gross area of the dwelling in square feet, exclusive of open porches and garages shall be follows:



- (1) if the dwelling is a single level, one-story building: 1250 square feet;
- (2) if the dwelling is a two-story building: 1400 square feet, of which at least 800 square feet must be on the ground floor; and,
- (3) if the dwelling is a split entry or tri-level building: 1600 square feet of which at least 800 square feet must be on the ground floor.

(b) Construction Standards. Construction of all residential structures contemplated herein shall be at least equal to the present FHA minimum building standards. The minimum cost figure is based upon cost levels obtained on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.

(c) Garage. Each dwelling shall have at least an attached garage of at least 400 sq. feet in size.

(d) Building Height. No residential structure shall exceed 45 feet in height from ground level on the front of the building facing the street. Any outbuilding built on a lot must not exceed 35 feet in height and may not be higher in elevation than the main structure.

(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 which clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft pastel hues and "earth tones", to expressly disallow pink shades. Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair. (Note: this usually requires refinishing approximately every 2-3 years.) No owner of any lot or living unit shall alter the exterior color of any structure situated 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, logs, OSB, stucco, real brick, real stone, cultured stone, designer block, vinyl, or any approved equal finish. Siding materials, known as T-111 or panel siding products will not be approved on the side of any structure that is visible from the street. (T-111 or panel siding may be utilized on the rear side of a structure if it is not visible from the street). If two or more finishes are used on the main structure of the lot, they must be complementary in texture, shade, and color scheme throughout the primary structure and any outbuildings located on a lot. It is recommended that all building plans from paint to siding to floor plans, etc. be submitted with the Earnest Money Agreement for approval by the developer or the ACC if available at the time of purchase.

C-5. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee (ACC) may be appointed by the Board of Directors and operate under such terms and conditions as the membership may approve. Any plans approved by the Architectural Control Committee must also comply with these covenants in all respects. The ACC may refuse to grant approval and make such exceptions to the choices it deems appropriate without adversely affecting the overall appearance of the neighborhood. No alterations to the exterior of any living unit, including color alteration, may be made unless written application is submitted to and approved by written endorsement of the Architectural Control Committee. Exterior colors must be approved by the ACC prior to application of the paint. If approval or denial is not given to the homeowner by the ACC within a period of 45 days of submitted request the need for approval is waived, as long as homeowner follows the aforementioned covenants to be compatible with the overall neighborhood appearance.

C-6. **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 other than small home businesses, to exclude auto mechanic shops and businesses which cause ostensible activity and disruption to the neighborhood. All outbuildings shall be



3 of 9

2004-023441-0

constructed utilizing permanent foundations, approved siding and roofing materials and be finished so that they will be equal to the primary structure's appearance. The exterior of all outbuildings must be completed within three (3) months from start of construction and are subject to the oversight of the Architectural Control Committee. In addition to these covenants, mother-in-law apartments are acceptable and must be attached to the main residence or be built above a detached garage or similar structure and may be used for rental purposes. Not more than one such rental unit shall be allowed per lot. Tenants of such apartments are bound by covenants in entirety while residing on any lot within the Field of View Park. Said apartments shall not exceed a total area of 800 square feet.

C-7. **BUILDING LOCATION.** Any building or portion of same located on any lot shall meet the minimum setback requirements of the Matanuska-Susitna Borough Code.

C-8. **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 or chain link fence is allowed unless it is installed on the interior of a wood fence. Neither barbed wire fencing nor welded wire fencing is permitted. Plain steel bar fencing is only allowed on lots as a boundary for horses. Plain chain link fencing with no wooden face may be used so long as it is out of sight of the street.

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 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 or as deemed the responsibility of the Home Owners Association.

C-10. **PLACEMENT OF STRUCTURES.** Placement of structures, setbacks, and the location of any and all man-made structures is subject to the approval of the ACC. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. No permanent improvements, including but not limited to basketball hoops, volleyball or swing sets are allowed within a setback area without written approval by the ACC. The main structure on the lot must be set back no less than fifty (50) feet from the front property line. The minimum setback requirements for other structures on the lot are as follows:

Front lot line: Fifty (50) feet
Side lot line: Fifteen (15) feet
Rear lot line: fifteen (15) feet

C-11. **SIGNS.** Signs of any kind that are displayed to the public view on any residence shall be limited to one professional sign of not more than five (5) square feet advertising the property for sale or rent, those used to advertise a home business, or signs used by the builder to advertise property during construction and sales period. Garage and yard sale signs are permitted for use only during the daylight hours and must be disposed of at the final closing of the sale.

C-12. **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 any offensive nature shall be permitted.

C-13. **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 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.



4 of 9

2004-023441-0

C-14. **ANIMALS.** No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including "wolf hybrids" or any dogs of a vicious nature, shall be kept on any lot. 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 dog sled competition. Each living unit shall be allowed a maximum of two dogs and three cats. A maximum of two (2) horses shall be allowed on each lot of the subdivision. Horse restrictions are as follows:

(a) Enclosure, Stable, and Paddock Maintenance. If a horse or horses shall be kept on any lot, enclosure areas and paddocks or turnout are to be properly maintained and kept in a neat, hygienic, sanitary, and orderly fashion. Stables, enclosures and paddocks must be at least 15 feet away from any property line. Waste is to be disposed of (i.e. for compost use) so as to not become a nuisance to neighboring lots. The purpose of said rule is to keep offensive odors to a minimum.

(b) Enclosure and Paddock Construction and Area. Enclosures must be gravel based and have a minimum area of (120) square feet. Paddocks must be built as an addition to an enclosure and must be gravel based, properly fenced in, and have a minimum of (144) square feet. Fencing around a horse or horses' area must be no less than four (4) bar steel panels. Round pens may be used as paddocks but are otherwise acceptable so long as above area regulations are met. Round pens must have a base of either gravel or sand. Such pens may not be used as permanent enclosures and must be located in the back 2/3 of the property and out of view of the street.

(c) Exercise. If a horse or horses are to be exercised on public roads or common areas, which is encouraged for the overall health of the animal(s), all waste produced by said animal(s) must be picked up and properly disposed of by owner(s) of said animals.

C-15. **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 or lots shall be permitted only in accordance with the appropriate seasonal burn bans and health and safety laws or ordinance 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-16. **INOPERABLE VEHICLES.** No inoperable vehicle or vehicle body shall be permitted upon any lot within sight distance of street. A vehicle temporarily inoperative and held for repair by the owner that is located on the front or side of lot should not remain there for a period exceeding thirty (30) days subject to the availability of parts.

It is recommended that extra vehicles, inoperable or otherwise, including but not limited to automobiles, or trucks not used at least twice weekly, campers, boats, automobiles such as classic cars and/or trucks, recreational vehicles, snow-machines or other machinery be kept behind a fence or similarly concealing barrier or in a garage or other structure suitable for such purpose. If homeowner stores operational motor homes, boats, or other recreational or inoperable vehicles alongside garages or other structures, there must be a suitable pad constructed of either D1 or a similarly smooth surface such as one containing at least four inches of gravel fill. The purpose of this provision is to keep unsightly equipment, whether frequently used or 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 the street or any adjoining lot.



5 of 9

2004-023441-0

C-17. **COMMERCIAL VEHICLES.** Commercial vehicles, trailers other than utility trailers, or motorized construction equipment must be placed out of sight from the street except during the construction period. Construction equipment that is independently owned by lot owner and stored on any lot beyond the construction period must be limited to not more than one (1) piece of equipment with attachments and one (1) trailer for the purpose of hauling said equipment not to exceed 8,000 lbs. total.

C-18. **WINDOWS AND FACADES.** No garments, rugs, sheets, foil or other objects shall be hung from in windows of the improvements to a lot. Only customary curtains or shades or draperies, or some combination thereof, visible from the exterior of the improvements to a lot shall be used.

C-19. **LANDSCAPING.** Each lot owner shall landscape any portion of the lot disturbed during the construction process within twelve (12) months following the completion of construction of the main structure. Lots that are not wooded shall be maintained so as not to become overgrown with weeds, brush or trees, other than trees utilized for landscaping purposes. Right of ways and utility easements shall be kept clear of trees, shrubs, and any rocks including landscape rocks.

All walkways, driveways, and parking areas shall be smoothed over with D1 or road surface quality gravel to have a neat and orderly appearance. Lawn and/or shrubbery shall be maintained to the edge of all walkways, driveways, and parking areas.

Vegetable gardens must be located no less than 75 feet from the front of the property line. Other flower or rock or similar gardens and landscaped areas may be located anywhere within the property line and are encouraged so long as they are maintained to a neat and orderly, aesthetically pleasing appearance. 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. Any trees requiring removal shall be removed by hand to keep damages to surrounding trees at a minimal, and the stumps may then be removed by power equipment. It is recommended that a good balance of Birch to Spruce be maintained to insure maximum natural beauty. There must be a 30 foot fire defensible space cleared of trees around the main dwelling structure of a lot.

C-20. **EXTERNAL ANTENNA RESTRICTIONS.** No television antenna, disk or other type of television or radio antenna or electronic device which has its purpose the sending or receiving of signals from or to any external source of any kind shall be situated on any lot subject to these protective covenants, conditions and restrictions; EXCEPT, HOWEVER, each lot owner may install on the exterior of the dwelling located on the lot one (1) standard television antenna, which shall not exceed a total height of ten (10) feet from base to top of mast and one (1) satellite dish with no greater than a four (4) foot diameter.

C-21. **MAIL AND NEWSPAPER DEPOSITORIES.** Subject to the requirements for mail depositories installed 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-22. **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.

C-23. **RE-SUBDIVISION.** No lot or lots may be re-subdivided so as to create any lot with less area than shown on the original subdivision plat for the lot or lots involved in the original subdivision. Lot lines may be eliminated so as to create larger lots.



6 of 9

2004-023441-0

PART D. HOMEOWNERS' ASSOCIATION.

D-1. MANDATORY MEMBERSHIP. A Homeowners' Association is to be established within the Subdivision to provide for the operation and maintenance of the subdivision as may be appropriate. Said Association shall be responsible to enforce the Covenants for the benefit of all property owners herein. Every purchaser, their heirs, assigns and successors in the ownership of lots in this subdivision agree as a condition of such ownership that they are automatically a member of the Homeowners' Association. All lot owners shall abide by the policies now set and as later amended by a majority decision of the membership of the Association. They agree to such policies and will pay such assessments as may from time to time be levied.

D-2. BOARD OF DIRECTORS. The Homeowners' Association shall be operated by the undersigned until such a time as the undersigned chooses to relinquish control to the membership, or until finished residences occupy at least 50% of the lots, whichever first occurs, at which time the Association shall be activated and there will be an election of directors and officers, and dues will be established and levied as determined by the Board of Directors. Activation of the Association shall be accomplished by the undersigned's selection of an initial Board of Directors consisting of no less than three members. All Board members shall be members of the Association. Selection of the initial Board of Directors shall be at the sole discretion of the undersigned or its assignees; however, every effort will be made to select only lot owners willing to serve in this capacity.

The Board of Directors may elect to incorporate, as provided in Section D-12, with the concurrence of a majority of the members of the Association. The Board may establish an Architectural Control Committee to approve building and landscape plans not inconsistent with these covenants. The Board shall serve Staggered three year terms. Replacement of Board members shall be set by policy as may be adopted by the Board from time to time.

The number of Directors shall not be an odd number no less than three nor more than seven, the exact number to be determined by a majority of those present at the last annual membership meeting.

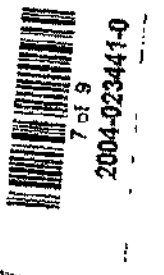
D-3. ANNUAL MEETINGS. The Association will meet at least once annually in accordance with the bylaws of the Homeowners' Association and undertake all duties and actions prescribed thereby.

D-4. VOTING RIGHTS. The Association shall have one class of voting rights. Each lot owner, whether such owner is an entity, person or more than one person, shall be entitled to one vote for each lot owned, regardless of the number of individuals or entities jointly owning each lot. Where more than one person or entity holds an interest in any lot, such person or entities shall decide among themselves how the vote for such lots shall be exercised and by whom.

D-5. CREATION OF LIEN AND PERSONAL OBLIGATION FOR 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 personally pay the Association any assessments heretofore determined necessary by the Board of Directors and a majority vote from the Homeowner's Association. Such assessments may include, but are not limited to, (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) emergency assessments, such assessments shall constitute a lien on all lots owned wholly or partly by the lot owner liable therefore. No assessments shall be levied upon any lots which are unsold by the undersigned at the time of assessment.

Sale or transfer of any lot shall not affect the lien. No sale or transfer shall relieve the owner of the lot at the time of the assessment from personal liability for any assessment or installment thereof.

D-6. ANNUAL ASSESSMENTS. Annual assessments may be levied as provided by the Bylaws of the Homeowners' Association. Such annual fees, should they be deemed necessary by the Board and a majority vote from the Association, shall not exceed an amount of \$120 annually to cover nothing more than the minimal maintenance for subdivision. Should there be any monies from annual assessments left over after minimal maintenance requirements have been met, said monies may thereafter be spent to the discretion of the Board of Directors and a majority vote from the Homeowners' Association. Any changes



to this annual fee beyond such minimal coverage of said maintenance including but not limited to park or common area construction or improvements may be altered with two-thirds (2/3) of the homeowner's votes under said special assessments for capital improvements. Alterations to annual assessments due to inflation for maintenance costs may be subject to an increase in the fee with the discretion of the Board of Directors not to exceed more than a 5% increase of the prior annual fee.

D-7. **EMERGENCY ASSESSMENTS.** The undersigned, its designees or the Board of Directors, if activated, by a two-thirds (2/3) majority vote of the entire membership of the Homeowners' Association may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50) per lot. No more than two (2) such assessments may be levied in any 12 month period. The undersigned, its designees or the Board of Directors shall have sole discretion as to what constitutes an emergency so long as such discretion is exercised justly and reasonably. Such assessment shall only be fixed at a duly constituted meeting of the Board.

D-8. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual and emergency assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs or making any capital improvements for the subdivision; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the lot owner votes represented at a meeting duly called for this purpose and that any fees incurred for such purpose should not exceed more than \$75 per lot owner per assessment year.

D-9. **UNIFORM RATE OF ASSESSMENT.** All assessments activated by the Board of Directors and/or the Homeowners' Association shall be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual, or annual basis by the Association.

D-10. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT; DUE DATES.** The Board of Directors shall fix the present amount of the annual assessments, if any, 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 owner subject thereto. If assessments are deemed necessary by the Board of Directors and the Homeowners' Association, a due date for said assessments shall be established at the same meeting as were the assessments established. The annual assessments are collectable as set forth in Section E-6 herein. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

D-11. **EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION.** In addition to the remedies provided for in Part E-2, the Association may bring an action at law against the owner of any lot obligated to pay the same, or foreclose the lien against the property which is the subject of the obligation. No owner may waive or otherwise escape liability for the assessments herein or for any reason, including abandonment of the lot. Assessments shall bear interest at the maximum rate provided for by law, or at the rate determined by the Board of Directors, whichever is less.

D-12. **FORM OF ASSOCIATION.** The Homeowners' Association may be a corporation formed pursuant to Title 10 of the Alaska Statutes.

D-13. **APPLICABILITY OF SECTIONS C-1 THROUGH C-12.** The provisions contained in these sections shall be applicable to only those lots specifically described in Section B-1 herein. The undersigned do not intend that the Homeowners' Association created herein have any applicability to future tracts, phases or lots developed later as a new addition or part of the FIELD OF VIEW PARK. At the option of the undersigned, or its designee(s), any or all of the provisions contained herein may become applicable in whole or in part to any new additions to the FIELD OF VIEW PARK.



8 of 9

2004-023441-0

PART E. MISCELLANEOUS PROVISIONS.

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and person claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots has been recorded agreeing to change said covenants in whole or part.

E-2. 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 homeowners' association established under these covenants or by any three (3) individual lot owners jointly aggrieved by a violation of these provisions.

E-3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

E-4. 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 or two-thirds (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.

August 10, 2004
Date
[Signature]
Signature

NOTARY'S ACKNOWLEDGEMENT

This is to certify that on the 10 day of August, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared GREGORY A. VANCE, to me known to be the persons described in and who executed the above instrument; and who acknowledged to me that they signed the same freely and voluntarily for the purposes therein mentioned.

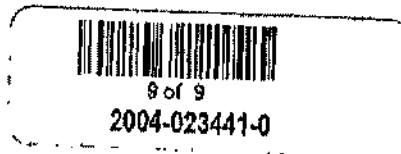
Witness my hand and official seal the day and year in this certificate first above written.

Joell Church
Notary for the State of Alaska
My commission expires 5/8/06



Return to:

GREGORY A. VANCE
P.O. Box 875038
WASILLA, ALASKA 99687





2004-028882-0

Recording Dist: 311 - Palmer
10/13/2004 8:41 AM Pages: 1 of 1

A
L
A
S
K
A



CC

**Addendum No. 1
to Covenants, Conditions and Restrictions**

Recorded: 8-23-04, 2004 as Instrument No. 2004- 023441

For: **Field of View Park Subdivision, Plat 2004- 131 ~~Palmer~~ R.D.**

Note: the Covenants exclude Tract A.

Owner/ Developer, Vance and Lamb, LLC , hereby specifically re-affirms and adopts all of the provisions of said Instrument.

Part B-3 is hereby amended to include the specific intent to install a community water system to all or part of the lots provided.

Part C-23 is hereby amended to include the specific option for the Owner/Developer, to create smaller lots to help pay for the community water system. This right shall expire after the community water system is installed, permitted and in operation. Any future Phases of the Subdivision shall be allowed smaller lots if these covenants are adopted for that phase.

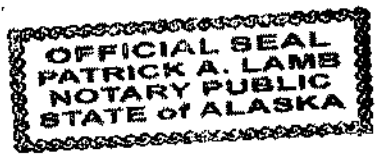
This addendum dated Oct. 9, 2004

Vance and Lamb, LLC

By: *Greg Vance*
Greg Vance, member

Acknowledged before me this 9th day of October, 2004 by Greg Vance
As member of Vance and Lamb, LLC

PAW
Notary Public - Alaska
Commission expires: 6-24-08



Return to: Vance and Lamb, LLC, PO Box 87- 5038 Wasilla, AK 99687

CC



A
L
A
S
K
A



ADDENDUM # 2
TO Covenants, Conditions and Restrictions

ce

Recorded 8/23/04, As Instrument No. 2004-023441

Re: Field of View Park Subdivision, according to Plat No. 2004-131 Palmer R.D.

Part C-23(2nd Amendment)
Lot 2, Block 1, Field of View Park may be subdivided into Two (2) Lots:
One Lot will have the Well House on it and the other Lot will be a residential lot.

This addendum dated: January 2nd 2006

Vance and Lamb, LLC

By: *Greg Vance*
Greg Vance, member

Acknowledged before me this 1st day of January, 2006
by Greg Vance as member of Vance and Lamb LLC,

Carrol Palmer
Notary Public - Alaska
my comm. expires: 6-15-07



after recording return to:
Vance and Lamb LLC
Box 875038 Wasilla, AK 99687



A
L
A
S
K
A



CC

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FIELD OF VIEW PARK - ADDITION #1

PART A. PREAMBLE:

KNOW ALL MEN BY THESE PRESENTS,

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

FIELD OF VIEW PARK – ADDITION #1, according to Plat No. 2006- 44 recorded in the Palmer Recording District ~ Third Judicial District, State of Alaska, excepting therefrom Tract A1.

Hereinafter referred to as "The covered Property";

And

WHEREAS, the undersigned desires to place on and against the covered property 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 covered property as follows.

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 lots of land shown upon any recorded plat of FIELD OF VIEW PARK – ADDITION #1, excepting therefrom Tract A1.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS: Nothing contained in "a document shall prevent the undersigned or its designees from maintaining sales offices on a lot or lots in FIELD OF VIEW PARK – ADDITION #1. The undersigned or its designees shall have an unqualified right to maintain such office or offices until such a time as all lots in FIELD OF VIEW PARK and all Additions are sold.

B-3. WATER SUPPLY: All lots within FIELD OF VIEW PARK – ADDITION #1 are required to hook-up to the Community Water System as indicated in the plat note on Plat #2006- 44. The well facility is located on Lot 2, Block 1, of the original FIELD OF VIEW PARK (Plat #2004-131), which is owned and operated by Field of View Water Company. There is an easement for servicing the water key boxes along each lot line. These easements are 10 ft x 10 ft along all common lot lines, encompassing the key boxes and abutting the 15 ft utility easements. Water hook-up fees will be payable on a tri-monthly basis (4 payments per year) to said Water Utility, due on the first of the month following initial occupancy and hook-up to the water system. Consult the Water Utility Company for additional regulations.

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 requirements, standards and recommendations of the Alaska Department of Environmental Conservation, 18 ACC 72, or such other regulations that may be

published 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 business activity including, but not limited to, visits to the lots by members of the public to cause excessive traffic flow through the neighborhood. 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 twelve (12) months from ground breaking. The Contractor must provide toilet facilities for workers throughout the term of construction.

C-3. NON-APPROVED STRUCTURES: No mobile homes, modular homes, or quonset huts shall be utilized for any reason within the subdivision. Motor homes and travel trailers may be stored or used on lots, but may be used as a dwelling only during the construction period of the main structure. Motor homes and travel trailers utilized on lots after the construction period ends may be utilized during the recreational summer season for guest type lodging only and for a period not to exceed three (3) weeks. No skirting on motor homes or travel trailers shall be allowed at all. Tents may be utilized for recreational purposes only, for periods not to exceed six (6) days, and must be positioned out of view from the subdivision street the house faces.

C-4. DWELLING COSTS, QUALITY, AND SIZE:

a) **Value and Building Size:** No single family dwelling structure shall be permitted on any lot that has an appraised value of less than \$130,000 excluding land and outbuildings, based upon 2006 costs. 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: 1250 square feet;
- (2) if the dwelling is a two-story building: 1400 square feet, of which at least 800 square feet must be on the ground floor, and,
- (3) if the dwelling is a split entry or tri-level building: 1600 square feet of which at least 800 square feet must be on the ground floor.

(b) **Construction Standards:** Construction of all residential structures contemplated herein shall be at least equal to the present FHA minimum building standards. The minimum cost figure is based upon cost levels obtained on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.

(c) **Garages/Shops/Carports:** Garages are not required at the time the main dwelling is constructed. Any detached garage or shop must be on a permanent foundation, with a minimum footprint of 440 sq ft and constructed to a minimum width of 20 feet, with all window and door openings finished. Doublewide carports may also be utilized on the back side of any approved structure. All garages, shops and carports must comply with the standards outlined in Sections C-4, paragraph (e) and C-6 below.

(d) **Building Height:** No residential structure shall exceed 45 feet in height from ground level on the front of the building facing the street. Any outbuilding built on a lot must not exceed 35 feet in height and may not be higher in elevation than the main structure.



(e) **Building 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 any color schemes that clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft pastel hues or "earth tones". Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair. (Note: this usually requires refinishing approximately every 2-3 years.) No owner of any lot or living unit shall alter the exterior color of any structure situated 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, logs, OSB, stucco, real brick, real stone, cultured stone, designer block, vinyl or steel siding or any approved equal finish. Siding materials, known as T1-11 or panel siding products will be approved on the sides or back of all structures, as long as those surfaces do not face one of the subdivision streets. If 12-inch T1-11 siding is utilized on the structure, then 1"x 2" cedar strips must be applied in the grooves. If two or more finishes are used on the main structure of the lot they must be complimentary in texture, shade, and color scheme throughout the primary structure and any outbuildings located on a lot. It is required that all building plans from foundation to paint to siding to floor plans, etc. be submitted for approval by the developer or the Architectural Control Committee (ACC) at least 45 days prior to start of construction.

C-5. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee (ACC) may be appointed by the Board of Directors of the Homeowners Association (HOA) and operate under such terms and conditions as the membership may approve. The undersigned developer shall act as the ACC until one is appointed by the HOA. All plans approved by the Architectural Control Committee must also comply with these covenants in all respects. The ACC may refuse to grant approval and may make such exceptions to the choices it deems appropriate without adversely affecting the overall appearance of the neighborhood. No alterations to the exterior of any living unit, including color alteration, may be made unless written application is submitted to and approved by written endorsement of the Architectural Control Committee. Exterior colors must be approved by the ACC prior to application of the paint. If approval or denial is not given to the homeowner by the ACC within a period of 45 days of submitted request the need for approval is waived, as long as homeowner follows the aforementioned covenants to be compatible with the overall neighborhood appearance.

C-6. OUTBUILDINGS: Outbuildings are defined as buildings not used as dwellings, including, but not limited to, detached garages, barns, shops, utility sheds and greenhouses. Garages, barns and shops must be placed on permanent foundations. Other outbuildings, such as utility sheds and greenhouses, must be placed on a compacted gravel base with treated wood beams, or sonotubes and beams, or any better support. Outbuildings may not be used for commercial or rental purposes other than small home businesses, to exclude auto mechanic shops and businesses that cause ostensible activity and disruption to the neighborhood. All outbuildings shall be compatible with the main structure in design and appearance and must have ACC approved siding and roofing materials. The exterior of all outbuildings must be completed within six (6) months from start of construction and are subject to the oversight of the ACC. In addition to these covenants, mother-in-law or guest apartments are acceptable and must be attached to the main residence or be built above a detached garage or similar structure. Not more than one such unit shall be allowed per lot. Occupants are bound by covenants in their entirety while residing on any lot within FIELD OF VIEW PARK – ADDITION #1. Said apartments shall not exceed one bedroom or 800 square feet in size and their use must be strictly incidental to the primary residential use.

C-7. BUILDING LOCATION: Any building or portion of same located on any lot shall meet the minimum setback requirements of the Matanuska-Susitna Borough Code, as follows:

- (a) Twenty-five (25) feet from any public right-of-way. Corner lots require a twenty-five foot setback from both streets.
- (b) Ten (10) feet from any side lot line.
- (c) Ten (10) feet from any rear lot line.



3 of 9

2006-007738-0

C-8. PLACEMENT OF STRUCTURES: Placement of structures, and setbacks from lot lines are subject to the approval of the ACC. No dwelling, outbuilding, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements.

C-9. 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 or chain link fence is allowed unless it is installed on the interior of a wood fence. Neither barbed wire fencing nor welded wire fencing is permitted. Plain steel bar fencing is only allowed on lots as a boundary for a horse. Plain chain link fencing with no wooden face may be used so long as it is out of sight of the subdivision street the house faces, and must comply with the standards outlined in Section C-14, paragraph (b).

C-10. 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. This includes the easements for the water key boxes as noted in Section B-3. 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 easement. 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 or as deemed the responsibility of the Homeowners Association.

C-11. SIGNS: Signs of any kind that are displayed to the public view on any residence shall be limited to one professional sign of not more than five (5) square feet advertising the property for sale or rent, those used to advertise a home business, or signs used by the builder to advertise property during the construction and sales period. Garage and yard sale signs are permitted for use only during the daylight hours and must be disposed of at the final closing of the sale.

C-12. 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. No trade or business of any offensive nature shall be permitted. Sensible use of motorized off-road vehicles, such as snow machines and 4-wheelers, between the hours of 9 a.m. and 10 p.m., will not be considered a nuisance. Such use must comply with all applicable State and Matanuska-Susitna Borough regulations involving such vehicular use.

C-13. 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-14. ANIMALS: No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including "wolf hybrids" or any dogs of a vicious nature, shall be kept on any lot. 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 competitions. Each living unit shall be allowed a maximum of two dogs and three cats. A maximum of one (1) horse shall be allowed on each lot of the subdivision. All animals must be restrained by their owners in accordance with the Matanuska-Susitna Borough regulations regarding Animal Control.

Horse restrictions are as follows:

(a) Enclosure, Stable, and Paddock Maintenance: If a horse shall be kept on any lot, enclosure areas and paddocks or turnouts are to be properly maintained and kept in a neat, hygienic, sanitary, and orderly fashion. Stables, enclosures and paddocks must be at least ten (10) feet away from any property line. Waste is to be disposed of (i.e. for compost use) so as not to become a nuisance to neighboring lots. The purpose of said rule is to keep offensive odors to a minimum.



(b) Enclosure and Paddock Construction and Area: Enclosures must be gravel based and have a minimum area of (120) square feet. Paddocks must be built as an addition to an enclosure and must be gravel based, properly fenced in, and have a minimum of (144) square feet. Fencing around a horse's area must be no less than four (4) bar steel panels. Round pens may be used as paddocks and are otherwise acceptable so long as above area regulations are met. Round pens must have a base of either gravel or sand. Such pens may not be used as permanent enclosures and must be located in the back 2/3 of the property and out of view of the subdivision street that the house faces.

(c) Exercise: If a horse or horses are to be exercised on public roads or common areas, which is encouraged for the overall health of the animal(s), all waste produced by said animal(s) must be picked up and properly disposed of by owner(s) of said animals.

C-15. **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 at the end of their driveway, 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 seasonal burn bans and health and safety laws or ordinance of the political subdivision in which the lot is located. No lot shall be used or maintained as a dumping ground for any rubbish. Trash, garbage, or other waste, shall be kept in closed containers, prior to disposal. The homeowner is responsible for the timely collection of any trash that may be disbursed by animals or winds.

C-16. **INOPERABLE VEHICLES**: No inoperable vehicle or vehicle body shall be permitted upon any lot within sight distance of the street. A vehicle temporarily inoperative and held for repair by the owner that is located on the front or side of a lot should not remain there for a period exceeding thirty (30) days subject to the availability of parts.

It is required that extra vehicles, inoperable or otherwise, including but not limited to automobiles or trucks not used on a daily basis, campers, boats, automobiles such as classic cars and/or trucks, recreational vehicles, snow-machines or other machinery be kept behind a building, or behind the primary dwelling, or similarly concealing barrier or in a garage or other structure suitable for such purpose. If the homeowner stores motor homes alongside garages or other structures, they must be kept behind the front edge of the primary dwelling. A suitable pad must also be constructed of either D1 or a similarly smooth, flat, stable surface. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight from the subdivision street that the house faces 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 within view of the subdivision street the house faces.

C-17. **COMMERCIAL VEHICLES**: Commercial vehicles, trailers other than utility trailers, or motorized construction equipment must be placed out of sight from the street except during the construction period. Construction equipment that is independently owned by lot owner and stored on any lot beyond the construction period must be limited to not more than one (1) piece of equipment with attachments and one (1) trailer for the purpose of hauling said equipment not to exceed ten thousand (10,000) lbs. total.

C-18. **WINDOWS AND FACADES**: No garments, rugs, sheets, foil or other objects shall be hung in windows of the improvements to a lot. Only customary curtains or shades or draperies, or some combination thereof, visible from the exterior of the improvements to a lot, shall be used.

C-19. **LANDSCAPING**: Each lot owner shall landscape any portion of the lot disturbed during the construction process within twelve (12) months following the completion of construction of the main structure. Lawn areas shall be maintained so as not to become overgrown with weeds, brush or trees, other than trees and shrubbery utilized for landscaping purposes. Right of ways and utility easements shall be kept clear of trees, shrubs, and any rocks, including landscaping rocks.



Vegetable, flower, rock or similar gardens and landscaped areas may be located anywhere within the property line and are encouraged so long as they are maintained in a neat and orderly, aesthetically pleasing appearance. 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 aesthetic value of such trees are retained. Any trees requiring removal shall be removed by hand to keep damages to surrounding trees at a minimum, and the stumps may then be removed by power equipment. It is recommended that a good balance of Birch to Spruce be maintained to insure maximum natural beauty. A Thirty (30) foot fire defensible space cleared of trees around the main dwelling structure is recommended.

C-20. EXTERNAL ANTENNA RESTRICTIONS: No television antenna, disk or other type of television or radio antenna or electronic device which has its purpose the sending or receiving of signals from or to any external source of any kind shall be situated on any lot subject to these protective covenants, conditions and restrictions; EXCEPT, HOWEVER, each lot owner may install on the exterior of the dwelling located on the lot, one (1) standard television antenna, which shall not exceed a total height of ten (10) feet from base to top of mast and one (1) satellite dish with no greater than a four (4) foot diameter.

C-21. MAIL AND NEWSPAPER DEPOSITORIES: Subject to the requirements for mail depositories installed 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-22. 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. All driveways and parking areas shall be surfaced with D1, pavement, concrete, or similar product to maintain a smooth, flat, stable surface and a neat appearance.

C-23. RE-SUBDIVISION: No lot or lots may be re-subdivided so as to create any lot with less area than shown on the original subdivision plat for the lot or lots involved in the original subdivision. Lot lines may be eliminated so as to create larger lots.

PART D. HOMEOWNERS' ASSOCIATION:

D-1. MANDATORY MEMBERSHIP: A Homeowners' Association is to be established within the Subdivision to provide for the operation and maintenance of the subdivision as may be appropriate. Said Association shall be responsible to enforce the Covenants for the benefit of all property owners herein. Every purchaser, their heirs, assigns and successors in the ownership of lots in this subdivision agree as a condition of such ownership that they are automatically members of the Homeowners' Association. All lot owners shall abide by the policies now set and as later amended by a two-thirds (2/3) majority decision of the membership of the Association. They agree to such policies and will pay such assessments as may from time to time be levied.

D-2. BOARD OF DIRECTORS: The Homeowners' Association shall be operated by the undersigned until such a time as the undersigned chooses to relinquish control to the membership, or until finished residences occupy at least 90% of the lots, whichever first occurs, at which time the Association shall be activated and there will be an election of directors and officers, and dues will be established and levied as determined by the Board of Directors. Activation of the Association shall be accomplished by the undersigned's selection of an initial Board of Directors consisting of no less than three members. All Board members shall be members of the Association. Selection of the initial Board of Directors shall be at the sole discretion of the undersigned or its assignees; however, every effort will be made to select only lot owners willing to serve in this capacity.

The Board of Directors may elect to incorporate, as provided in Section D-12, with the concurrence of a majority of the members of the Association. The Board may establish an Architectural Control Committee to approve building and landscape plans not inconsistent with these covenants. The Board shall serve staggered three year terms. Replacement of Board members shall be set by policy as may be adopted by the Board from time to time.



6 of 9
2006-007738-0

The number of Directors shall be an odd number no less than three nor more than seven, the exact number to be determined by a majority of those present at the last annual membership meeting.

D-3. ANNUAL MEETINGS: The Association will meet at least once annually in accordance with the bylaws of the Homeowners' Association and undertake all duties and actions prescribed thereby.

D-4. VOTING RIGHTS: The Association shall have one class of voting rights. Each lot owner, whether such owner is an entity, person or more than one person, shall be entitled to one vote for each lot owned, regardless of the number of individuals or entities jointly owning each lot. Where more than one person or entity holds an interest in any lot, such person or entities shall decide among themselves how the vote for such lots shall be exercised and by whom.

D-5. CREATION OF LIEN AND PERSONAL OBLIGATION FOR 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 personally pay the Association any assessments heretofore determined necessary by the Board of Directors and a majority vote from the Homeowner's Association. Such assessments may include, but are not limited to the following: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) emergency assessments. Such assessments shall constitute a lien on all lots owned wholly or partly by the lot owner liable therefore. No assessments shall be levied upon any lots that are unsold by the undersigned at the time of assessment.

Sale or transfer of any lot shall not affect the lien. No sale or transfer shall relieve the owner of the lot at the time of the assessment from personal liability for any assessment or installment thereof.

D-6. ANNUAL ASSESSMENTS: Annual assessments may be levied as provided by the Bylaws of the Homeowners' Association. Such annual fees, should they be deemed necessary by the Board and a majority vote from the Association, shall not exceed an amount of \$120 annually to cover nothing more than the minimal maintenance for the subdivision. Should there be any monies from annual assessments left over after minimal maintenance requirements have been met, said monies may thereafter be spent at the discretion of the Board of Directors and a majority vote from the Homeowners' Association. Any changes to this annual fee beyond such minimal coverage of said maintenance, including but not limited to, park or common area construction or improvements may be altered with two-thirds (2/3) of the homeowner's votes under said special assessments for capital improvements. Alterations to annual assessments due to inflation for maintenance costs may be subject to an increase in the fee with the discretion of the Board of Directors not to exceed more than a 5% increase of the prior annual fee.

D-7. EMERGENCY ASSESSMENTS: The undersigned, its designees or the Board of Directors, if activated, by a two-thirds (2/3) majority vote of the entire membership of the Homeowners' Association may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50) per lot. No more than two (2) such assessments may be levied in any 12-month period. The undersigned, its designees or the Board of Directors shall have sole discretion as to what constitutes an emergency so long as such discretion is exercised justly and reasonably. Such assessment shall only be fixed at a duly constituted meeting of the Board.

D-8. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual and emergency assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of making any capital improvements for the subdivision; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the lot owner votes represented at a meeting duly called for this purpose and that any fees incurred for such purpose should not exceed more than \$75 per lot owner per assessment year.

D-9. UNIFORM RATE OF ASSESSMENT: All assessments activated by the Board of Directors and/or the Homeowners' Association shall be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual, or annual basis by the Association.

D-10. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT - DUE DATES: The Board of Directors shall fix the present amount of the annual assessments, if any, 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 owner subject thereto. If assessments are deemed necessary by the Board of Directors and the Homeowners' Association, a due date for said assessments shall be established at the same meeting as were the assessments established. The annual assessments are collectable as set forth in Section E-6 herein. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

D-11. EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION: In addition to the remedies provided for in Part E-2, the Association may bring an action at law against the owner of any lot obligated to pay the same, or foreclose the lien against the property which is the subject of the obligation. No owner may waive or otherwise escape liability for the assessments herein or for any reason, including abandonment of the lot. Assessments shall bear interest at the maximum rate provided for by law, or at the rate determined by the Board of Directors, whichever is less.

D-12. FORM OF ASSOCIATION: The Homeowners' Association may be a corporation formed pursuant to Title 10 of the Alaska Statutes.

D-13. APPLICABILITY OF SECTIONS C-1 THROUGH C-12: The provisions contained in these sections shall be applicable to only those lots specifically described in Section B-1 herein. The undersigned do not intend that the Homeowners' Association created herein have any applicability to future tracts, phases or lots developed later as a new addition or part of the FIELD OF VIEW PARK - ADDITION #1. At the option of the undersigned, or its designee(s), any or all of the provisions contained herein may become applicable in whole or in part to any new additions to the FIELD OF VIEW PARK - ADDITION #1.

PART E. MISCELLANEOUS PROVISIONS:

E-1. TERM: These covenants are to run with the land and shall be binding on all parties and person claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a two-thirds (2/3) majority of the lots has been recorded agreeing to change said covenants in whole or part. However, after 50 years, only fifty-one (51) percent of the owners are needed to change the covenants in whole or in part.

E-2. 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 Homeowners' Association established under these covenants or by any three (3) individual lot owners jointly aggrieved by a violation of these provisions.

E-3. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

E-4. AMENDMENT: This Declaration may be amended by recorded instrument at any time by the undersigned until NINETY (90) % of the lots have been sold. After such time, an affirmative vote of two-thirds (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.

March 28, 2006
Date
Gregory A. Vance

Gregory A. Vance, Member



8 of 9

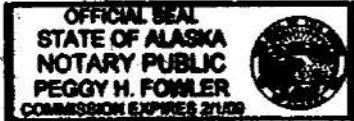
2006-007738-0

STATE OF ALASKA
Third Judicial District

} SS,

THIS IS TO CERTIFY that on March, 2006, before me the undersigned Notary Public, personally appeared Gregory A. Vance as a member of VANCE AND LAMB LLC, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Peggy H. Fowler
Notary Public in and for Alaska

My commission expires: 2-1-09

After Recording, return to:

Gregory A. Vance
P. O. Box 875038
Wasilla, Alaska 99687



9 of 9

2006-007738-0



A
L
A
S
K
A



CC

Addendum to Covenants, Conditions and Restrictions

Recorded: 3/28/06 as Instrument No. 2006-007738-0 ,

For: Field of View Park Addition #1, Plat 2006-44,Palmer R.D.

Owner/ Developer, **Vance and Lamb, LLC** , hereby specifically re-affirms and adopts all of the provisions of said Instrument, Except that -

Part C-4.a)(1) now reads:

(1) if the dwelling is a single level, one-story building: 1150 square feet minimum;

And at the end of Part C-4.a) the following is added:

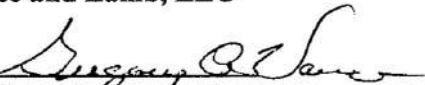
Only the ground floor need be finished. Other areas (upstairs or downstairs) can be unfinished.

And Part C-4(c) is amended as follows:

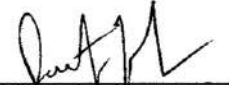
If a single car garage is built, it must be attached to the house. If a detached garage is built, it must comply with the requirements in the original covenants

This addendum dated May 31st, 2007

Vance and Lamb, LLC

By: 
Greg Vance, member

Acknowledged before me this 31st day of May, 2007, by Greg Vance as member of Vance and Lamb, LLC



Notary Public - Alaska
Commission expires: 6/24/08

PATRICK A. LAMB
NOTARY PUBLIC
STATE OF ALASKA

Return to: Vance and Lamb, LLC, PO Box 87-5038, Wasilla, AK 99687

A
L
A
S
K
A

2008-006451-0

Recording Dist: 311 - Palmer
3/20/2008 2:13 PM Pages: 1 of 1



Addendum to Covenants, Conditions and Restrictions

Re: Original Covenants Recorded: 3/28/06 as Instrument No. 2006-007738-0 ,

For: Field of View Park Addition #1, according to Plats 2006-44 and 2006-94, in the Palmer Recording District, Alaska.

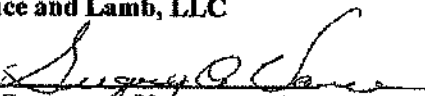
Owner/ Developer, Vance and Lamb, LLC , hereby specifically re-affirms and adopts all of the provisions of said Instrument, Except that -

Part C-4.a)(2) now reads:

(2) if the dwelling is a two-story building: 1200 square feet minimum, of which at least 800 square feet must be on the ground floor, and, ...

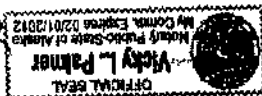
This addendum dated March 20, 2008

Vance and Lamb, LLC

By: 
Gregory A. Vance, member

Acknowledged before me this 20th day of ~~May~~ ^{March}, 2007, by Gregory A. Vance as member of Vance and Lamb, LLC


Notary Public - Alaska
Commission expires: 2-1-2012



After recording return to:
Vance and Lamb, LLC
PO Box 875038, Wasilla, AK 99687

