



**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS (CC & Rs)
FOR EUREKA TRAILHEAD ESTATES
PLAT NUMBER 2021-6,
CHITINA RECORDING DISTRICT, ALASKA**

This Declaration of Protective Covenants, Conditions, and Restrictions (CC & Rs) for Eureka Trailhead Estates Plat Number 2021-6 is made this 20th day of September, 2021, by Eureka Trailhead, LLC, Declarant, whose mailing address is 16942 N. Eagle River Loop Road, Eagle River, AK 99577.

RECITALS

- A. Declarant is the owner of certain real property in the Chitina Recording District, Third Judicial District, State of Alaska, more particularly described in **Section 2.1**, hereinafter referred to as the "Subdivision".
- B. Declarant desires to subject or impose upon the designated Lots in the Subdivision certain covenants, conditions, and restrictions for the development and benefit of the Subdivision and its present and subsequent Owners.
- C. The power to enforce such covenants, conditions, and restrictions is to lie with the Declarant.

NOW, THEREFORE, Declarant hereby declares all of the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations (CC & Rs), for the purpose of protecting the value and desirability of and to run with the land and be binding on, and inure to the benefit of each Lot Owner.

**Article 1
DEFINITIONS**

Section 1.1. "Declarant" shall mean and refer to Eureka Trailhead, LLC, an Alaska limited liability company, and its respective successors and assigns of Declarant rights described herein.

Section 1.2. "Lot" shall mean and refer to any lot described in Section 2.1, specifically excluding Lot 1, Block 1 of Plat 2021-6.

Section 1.3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of (i) a fee simple absolute interest, (ii) undivided portion or part of a fee simple absolute interest, or (iii) leasehold interest (including extensions options) of 40 years or more, in any Lot which is part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Article 2

APPLICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC & Rs)

Section 2.1. **Application.** The CC & Rs of this document apply to the property known as:

Lots 2-9, Block 1; Lots 1-4, Block 2; Lots 1-9, Block 3; and Lots 1-11, Block 4, Eureka Trailhead Estates, according to Plat Number 2021-6, Chitina Recording District, Third Judicial District, State of Alaska. Lot 1, Block 1, according to Plat Number 2021-6 shall be excluded from the application of Article 5 of these Covenants but shall be a member of the Association for all other purposes. Said property hereinafter the "Subdivision."

Article 3

NAME AND MEMBERSHIP IN HOMEOWNER'S ASSOCIATION

Section 3.1. **Name.** The name of the Association will be Eureka Trailhead Estates Owners' Association, Inc. It is to be formed and organized as a Non-Profit Corporation under the laws of the State of Alaska.

Section 3.2. **Membership.** Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, which is subject to assessment. The membership of each Lot Owner shall terminate when he or she ceases to be a Lot Owner and upon the sale, transfer or other disposition of such Lot, his or her membership in the Association shall automatically be transferred to the new Lot Owner. Members of the Association shall be Owners with one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall, however, be exercised as the multiple Owners among themselves determine, but in no event may more than one vote be cast with respect to any Lot.

Article 4

BOARD OF DIRECTORS

The Board of Directors of the Association shall consist of not less than three (3) and not more than five (5) members. The Declarant shall designate the initial three (3) Board of Directors and this Board shall continue in office until Declarant has sold ninety-five percent (95%) of the Lots in the Subdivision, unless Declarant elects to waive its period of Board control under this Article by providing written notice to the Members. The Directors elected to replace the initial Board shall be elected in the manner provided in bylaws adopted by the Association.



The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Articles of Incorporation, the By-laws or any applicable statutory law. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association allowed by law, which shall also include, but not be limited to, the following:

- (a) Collect assessments from Owners;
- (b) Institute, defend or intervene in litigation, administrative proceedings or seek injunctive relief for violations of the Association's Articles, By-laws, or the CC & Rs in the Association's name on behalf of the Association, on matters affecting the Association;
- (c) Make contracts and incur liabilities, including the right to hire professional managers, accountants, lawyers, and other independent contractors to carry-on the affairs of the Association;
- (d) Provide for the indemnification of the Association's officers and Board of Directors, and liability insurance;
- (e) Impose a reasonable charge for late payment of assessments and, after notice to the relevant Owner and the opportunity for such Owner to be heard, levy a reasonable fine and interest for any violations of this Declaration and By-laws, whether such violations be related or unrelated to assessments, and such charges, interest and fines may be imposed on a continuing basis until the relevant violation is cured;
- (f) Acquire, take title and hold, encumber or convey in its own name any right, title, or interest to real estate or personal property;
- (g) Develop an annual budget and levy assessments; and
- (h) Enter upon and undertake any landscaping in an easement or right of way within the Subdivision that the Association deems beneficial for the appearance of the Subdivision to promote uniformity of appearance;
- (i) The Board shall have the power to adopt, amend and repeal such rules and regulations as it deems reasonable for the maintenance and operation of the Subdivision consistent with this Declaration;
- (j) The Board shall have the power to add winter maintenance and snow plowing to the services offered, by majority vote of the Board, to



include those services in its annual budget and levy assessments for such services.

Article 5

RESTRICTIONS ON USE OF LOT BY OCCUPANTS

Section 5.1. Residential Lot Use and Building Type. No Lot shall be occupied or used for any purposes other than *one or two single family residence(s), according to the limitations contained in Schedule A hereto*, except that professional or business uses may be conducted in a dwelling provided said use is incidental to use of the dwelling for residential purposes. Retail businesses are not permitted in the Subdivision. Further, non-residential activities must comply with governmental regulations addressing home occupations. Home occupations shall not increase in any way the street traffic within the Subdivision. No out-houses of any kind, tent, shed or trailer, or any temporary dwelling, shall be erected or maintained on any Lot or be used for living purposes, nor shall any garage be used for dwelling purposes.

Section 5.2. Nuisances. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon, which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. No vehicles or equipment shall be parked or placed in a public right-of-way. No vehicle or equipment shall be placed on a public street within the Subdivision.

Section 5.3. Commercial Vehicles. No commercial businesses shall be allowed within the Subdivision. A maximum of three (3) pieces of heavy equipment shall be permitted on a lot at any time, so long as said equipment is parked at least one hundred feet (100 ft.) from a right of way and does not interfere with any other owner's access to or use of their Lots.

Section 5.4. Vehicles, Boats, Campers, etc. Extra vehicles, inoperable or otherwise, including but not limited to automobiles or trucks not used at least twice weekly, campers, boats, recreational vehicles, snowmobiles or other machinery shall be kept in a garage or other structure suitable for such purpose. Operational motor homes, boats, recreational vehicles, snowmobiles, and their respective trailers, may be stored alongside garages or other outbuildings provided that such proposals contain a suitable pad. Motor homes, camper trailers, and the like may not be kept on a Lot for more than ninety (90) days total in any calendar year. 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 any other Lot.

Section 5.5. Pets, Livestock and Poultry. Animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation wolf hybrids, shall **NOT** be kept on any Lot. No more than three (3) dogs, other than puppies under three (3) months old, may be maintained on any Lot. No more than four (4) horses may be maintained on any Lot. No horses may be kept or maintained on a Lot less than four and one half (4.5) acres in size. Further, horses may not be kept at stud or bred on any Lot. No more than two



(2) hogs, pigs, or goats shall be permitted. No vicious animal may be kept on the Lot. The owner must confine all animals to the Lot at all times, except when under direct physical control. No animal may be kept unless the reasonable expectation of other Lot Owners to peace, quiet and a sanitary environment is maintained so that other Owners are not subjected to unsightly Lots, uninvited animals on their Lot, noises or odors. All animal excrements including manure must be properly disposed of so as not to cause odor, contamination or unsightliness. Chaining of animals is not allowed.

Section 5.6. Garbage Refuse, Stump Disposal, and Surplus Property. Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash containers. All trash containers must be kept in a clean and sanitary condition within the garage or storage shed, except for garbage “pick-up” purposes. No Lot shall be used for the importation of, or storage of garbage or refuse. No Lot can import stumps from another development or lot clearing. No Lot shall be used for storage of derelict, inoperable, or unregistered motor vehicles or any other unsightly accumulation of surplus property.

Section 5.7. Signs. No sign of any kind shall be displayed to the public on any Lot except one sign of not more than five square feet advertising the Lot for sale or rent, or signs by a builder company or by Declarant, to advertise the Lot during the construction sales period. Declarant reserves the right to place one or more permanent signs of any size, and related monument at or near the entrance of the Subdivision. No one except Declarant is to place a “for sale”, “model home”, “open house”, or “garage sale” sign(s) in the common area entry of the Subdivision at any time without prior approval.

Section 5.8. Reserved.

Section 5.9. Maintenance. The Owner of each Lot within the Subdivision shall maintain said Lot in a neat, clean and presentable condition, and landscaping well maintained.

Section 5.10. Re-Subdivision of Lots. The Declarant retains the right to re-subdivide any Lot owned by the Declarant. In any case, no Lot may be reduced in size to create any lot whose area is less than two and a half (2.5) acres. An Owner of two or more Lots may combine the individual Lots to make a larger single parcel, but the resulting larger parcel cannot be re-subdivided back into two Lots in the future. Owners of adjacent Lots may mutually agree to make minor shared lot line adjustments provided that (1) such adjustments are in compliance with Mat-Su Borough Code and platting requirements; (2) all costs are paid by the Owners of the affected Lots; and (3) neither of the adjacent Lots shall be reduced by more than ten (10) feet and shall attempt to match the original lot area..

Section 5.11. Cannabis. Lots in the Subdivision shall not be used to grow cannabis or for the purpose of selling or distributing medical or recreational marijuana in any form.

Section 5.12. Dwelling Quality, Style, Size, and Cost. Each Lot shall have no more than one or two single family dwelling(s), according to Schedule A, each with of a size not less than



320 square feet (s.f.) of finished floor area on the first floor for building/living space (excluding porches, garages, covered patios or sun-decks).

Dwellings may not be constructed for a cost of less than \$15,000.00, exclusive of land price, based upon cost levels prevailing on the date these CC&Rs are recorded. The purpose and intent of this provision is to ensure that all dwellings in the Subdivision be of a quality of workmanship and materials substantially the same or better than those which can be produced on the date these CC&Rs are recorded at the minimum permitted for a dwelling.

No mobile homes or homes with flat roofs are allowed in the Subdivision. Other styles are allowed so long as the design features are consistent with the appearance of the Subdivision.

Section 5.13. Exterior Appearance, Colors and Materials. To ensure the development of the Subdivision as a subdivision of high standards, exterior colors must promote a pleasing and compatible neighborhood appearance. Overly vibrant colors will not be allowed, nor will color schemes that clash with the Subdivision's overall appearance. Materials shall be new products, not repurposed, and consistent with new construction standards in the Matanuska-Susitna Borough. Exterior colors shall be restricted to neutral or soft "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 2-4 years).

Exterior finishes shall be lap siding, natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, log or log siding or any approved equal finish on the front, street-facing side of the dwelling. The application of Stucco is to be used as accent treatment and is limited to no more than 10% of the exterior surface area. Siding materials commonly known as T-1-11 will not be approved for the street-facing side of any dwelling.

Section 5.14. View. Dwellings, outbuildings and other improvements must be situated on each lot in such a manner as to not unreasonably obstruct the views and light of preexisting dwellings on adjacent lots. Any fences, trees, or other landscaping added to the lot must not unreasonably obstruct the views and light of preexisting dwellings on adjacent lots.

Section 5.15. Placement of Structures. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. The setback requirements shall not be less than required by Mat-Su Borough Code and State of Alaska Statutes. No dwelling, deck, porch, or overhang or other portion of any structure may be located on any lot nearer than twenty-five (25) feet from any road easements, rights-of-way, or lot or tract line.

Section 5.16. Completion of Construction. Once commenced, any construction of a dwelling must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed nine (9) months, except for interior unfinished areas. During the course of construction, the Owner or builder shall protect pavements, shoulders and utilities and maintain



a clean work area to assure that no construction materials are loose and free to blow into neighboring Lots. No building may be occupied during the construction period prior to certification of occupancy.

Section 5.17. Landscaping. 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. In no instance should more than 60% of the area of any Lot be cleared of the vegetation present on the Lot as first conveyed from Declarant. No clearing of trees or vegetation shall be permitted within twenty feet (20 ft.) of any lot or tract line, except where a driveway enters a Lot.

Section 5.18. Utility Lines, Aerials and Antennas. No tower shall be permitted to be installed on any Lot. This includes but is not limited to wind generators, short wave antennas, transmitters, broadcast TV antennas, cellular antennas or base stations for two-way ham radio or other radio towers. Receiving satellite dishes (standard 2-foot diameter only) are allowable so long as they are placed in a manner that does not detract from the neighborhood or block views.

Section 5.19. Water Wells and Sewer Disposal Systems. Each Lot will have its own water well and septic waste system. All such systems must be installed in compliance with and be certified by the State of Alaska, Department of Environmental Conservation (DEC). No structure may be placed upon any Lot that will have an elevation on the lowest floor, including a basement or crawl space, of less than four (4) feet above the highest known water elevation. Owners must verify existing water table prior to installing a septic system or house foundation.

Section 5.20. Fences. No fence located forward of the front of the dwelling shall exceed six (6) feet in height. No fence located to the side or rear of a dwelling shall exceed six (6) feet in height. All fences must be constructed and installed in a professional manner and be maintained as an attractive addition to the Lot. Barbed wire fences are not allowed. All fencing that is road-facing shall be wood or wire with wooden frame construction. No livestock fence shall be constructed or installed within one hundred feet (100 ft.) of any lot or tract line.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner Lot within ten feet (10') of the "Curve Return Radius" of the Lot lines and intersection of the street lines.

Section 5.21. Outbuilding Structures. All structures must be of similar quality, design and exterior finish to the primary residence. No metal buildings, Quonset huts, or surplus buildings shall be used or kept on any Lot for any purpose. A maximum of one (1) metal storage unit/connex container may be kept on a Lot so long as it is not in view of any roadway and is painted in earth tones and camouflage patterns on the sides and ends.

Section 5.22. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the Lot; however,



trailers or temporary structures for use incidental to the initial construction of improvements may be used thereon for a period not to exceed three months and shall be removed within 30 days after completion of construction on the project.

Section 5.23. Oil and Mineral Rights and Extraction. No oil or mineral rights are conveyed with any Lot or tract. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or tract within the Subdivision, nor shall oil wells, tunnels, mineral excavation, or shafts be permitted upon or in any Lot or tract within the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or tract. No surface entry will be permitted within a five hundred-foot (500 ft.) buffer measured vertically from the surface of any Lot or tract within the Subdivision.

Section 5.24. Road Maintenance. The roads in the Subdivision known as Timberwolf Road, Myreka Avenue, and E. Trailhead Way are public right of ways to be maintained by the Association. At the time of recording of this Declaration, it is anticipated that roads will be graded annually and maintained as a gravel road providing access from break up to the first heavy snowfall. The Association is not responsible for winter maintenance of the roadways. Owners who want access to their Lots during winter months are responsible for their own plowing or will access their own lots via appropriate winter ATVs or snowmachines. At a future date, the Board of Directors of the Association, by majority vote, may elect to include winter maintenance in its services, in which case such costs and fees will be included in the annual budget of the Association, in accordance with this paragraph.

Article 6

LIMITED RIGHTS AND EASEMENTS OF DECLARANT

Section 6.1. Declarant Reservation. Declarant intends to develop and market, from time to time, the Subdivision. Development may include both site or land development and construction. To assure Declarant's ability and right to develop and market the Subdivision without hindrance of interference, in addition to all other rights, easements and reservations in favor of Declarant herein established or reasonable implied therefrom, and not by way of limitation, the following provisions shall apply in accordance with borough and state law.

- A. Declarant may maintain sales offices, "model homes", signs and other reasonable marketing facilities for the purpose of selling Lots (improved or unimproved) in the Subdivision.
- B. During actual development and construction, Declarant may use, and store, development and construction equipment and materials (including temporary storage and construction office space) on or about the Lots except Lots owned by an Owner other than the Declarant.



Section 6.2. General Easements. Within easement areas, no structure, planting or other material with the exception of grass or other acceptable ground cover, shall be placed nor permitted to remain, which may (i) damage or interfere with the installation and maintenance of utilities, (ii) change the direction or flow of surface water, or (iii) obstruct or retard the flow of water through other drainage channels. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for improvements that are the responsibility of a public authority or utility company. ALL LOTS are required to install culverts in their driveway easements to facilitate the flow of water during "break-up".

Section 6.3. Property Inspection and Entry. For the purpose of performing inspections to verify compliance of these CC & Rs, the Declarant, and its duly authorized designees, shall have the right at reasonable times and upon reasonable written notice, to enter upon any Lot to view the exterior of any structure or improvements thereon, and such activity by them or any of them shall not give rise to any legal or equitable remedy against them or any of them, including but not limited to an action for trespass. Each Owner shall permit such access within and under any building situated upon the Owner's Lot for inspection, alterations, repair, removal, utility shut-off and maintenance.

Section 6.4. Conveyances. All conveyances of Lots hereafter made, whether by Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof, even though no specific reference to such easements appears in any such conveyance.

Article 7

GENERAL PROVISIONS

Section 7.1. Enforcement.

- A. The Declarant, Association, and an individual Owner 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 cost.
- 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 an 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. All other liquidated damage provisions, including but not limited to this Section 12.1 and Section 7.10, shall be adjusted in accordance with the provision.
- E. At such time as a homeowner's association is created by Declarant or a majority of Owners, the homeowner's association shall have such enforcement rights under Section 5.1 as Declarant. Each Lot Owner shall be a member of the association with one vote per Lot. The homeowner's association shall be organized as a non-profit corporation under the laws of the state of Alaska and shall operate under the Alaska Non-Profit Corporation Act. The homeowner's association shall have such rights as allowed by law to impose fees and dues for the maintenance and operation of the Subdivision and association, and to file and enforce a lien for non-payment of said fees and dues.

Section 7.2 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, unless an instrument in writing signed by 67% of the then Owners has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to, the amendment of said covenants, conditions, and restrictions, in whole or in part, except that

- (i) the Declarant may amend the Declaration at any time provided it owns 2 or more acres of land within the Subdivision;
- (ii) amendment by not less than 67% of the 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;
- (iii) amendment by not less than 67% of the Owners of Lots, based upon one vote for each Lot owned, if such amendment(s) is made after the end of such 35-year period.



Section 7.3. 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 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.

Section 7.4. Severability. Should any provisions or any portion hereof be declared invalid or in conflict with any applicable law, that provision shall be several and the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

Declarant Eureka Trailhead, LLC

By William McClintock
William McClintock, Member

By Kevin Silvernale
Kevin Silvernale, Member

By Sharon McClintock
Sharon McClintock, Member

By Elizabeth Silvernale
Elizabeth Silvernale, Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

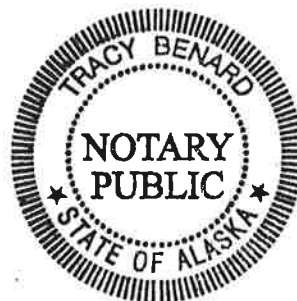
THIS IS TO CERTIFY that on the 20th day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared William McClintock, Sharon McClintock, Kevin Silvernale, and Elizabeth Silvernale, Members of Eureka Trailhead, LLC, an Alaska limited liability company, to me known and known to me to be the Declarant of the real property known as Eureka Trailhead Estates, and they acknowledged to me that they executed the foregoing Declaration for the uses and purposes therein stated.

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

Tracy Benard
Notary Public in and for Alaska
My Commission Expires 11/17/2022

RECORD IN CHITINA RECORDING DISTRICT

Return to: Eureka Trailhead, LLC
16942 N. Eagle River Loop Road
Eagle River, AK 99577



SCHEDULE A

In accordance with Article 5, Lots in the Subdivision are restricted to one or two single family residences, as follows:

Lot	Block	Number of Residential Structures Permitted
1	1	Exempt
2	1	2
3	1	2
4	1	2
5	1	2
6	1	2
7	1	2
8	1	2
9	1	2
1	2	1
2	2	2
3	2	1
4	2	2
1	3	2
2	3	1
3	3	1
4	3	1
5	3	1
6	3	2
7	3	2
8	3	1
9	3	1
1	4	1
2	4	1
3	4	2
4	4	2
5	4	1
6	4	1
7	4	1
8	4	1
9	4	2
10	4	2
11	4	2



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2024-000181-0

Recording Dist: 308 - Chitina

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CHITINA RECORDING DISTRICT
THIRD JUDICIAL DISTRICT
STATE OF ALASKA

AFTER RECORDING, PLEASE RETURN TO:

DALRYMPLE LAW, P.C.
353 S. DENALI STREET
PALMER, ALASKA 99645
(907) 745-6332

This document has been electronically
recorded by Dalrymple Law, P.C.

District: 308 Date: 4.10.24 Pages: 2

Document No. 2024-000181-0

**AMENDMENT NO. 1 TO THE
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR EUREKA TRAILHEAD ESTATES**

This AMENDMENT NO. 1 TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR EUREKA TRAILHEAD ESTATES ("Amendment No. 1"), is made this 5th day of April, 2024, by Eureka Trailhead, LLC, Declarant, whose mailing address is 16942 N. Eagle River Loop Road, Eagle River, AK 99577.

WHEREAS, The original DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (CC & Rs) FOR EUREKA TRAILHEAD ESTATES PLAT NUMBER 2021-6, CHITINA RECORDING DISTRICT, ALASKA was recorded on September 20, 2021 as Reception No. 2021-000728-0, in the Chitina Recording District, Third Judicial District, State of Alaska (the "CC&Rs").

WHEREAS, the CC&Rs apply to the property known as:

Lots 2-9, Block 1; Lots 1-4, Block 2; Lots 1-9, Block 3; and Lots 1-11, Block 4, Eureka Trailhead Estates, according to Plat Number 2021-6, Chitina Recording District, Third Judicial District, State of Alaska.

WHEREAS, this Amendment No. 1 is made pursuant to Section 7.2(i) of the CC&Rs, whereby the Declarant may amend the CC&Rs at any time provided it owns 2 or more acres of land within the Subdivision, and Declarant currently owns Lots 7-9 of Block 1, Lots 1-2, 4-6, and 8-9 of Block 3, and Lots 3-4, 7, and 9-11 of Block 4, which consist of more than two (2) acres.

NOW, THEREFORE, the following sections are amended and restated in their entirety:

Section 5.1. Residential Lot Use and Building Type. No Lot shall be occupied or used for any purposes other than one or two single family residence(s), according to the limitations contained in Schedule A hereto, except that professional or business uses may be conducted in a dwelling provided said use is incidental to use of the dwelling for residential purposes. Retail businesses are not permitted in the Subdivision. Further, non-residential activities must comply with governmental regulations addressing home occupations. Home occupations shall not increase in any way the street traffic within the Subdivision. For a period of two years after purchasing a Lot from Declarant, temporary dwellings may be erected and maintained for temporary living purposes. After the two-year period, no outbuildings of any kind including, but not limited to, tents, sheds, garages, trailers, or other temporary dwellings, shall be erected or maintained on any Lot to be used for living purposes.

Section 5.13. Exterior Appearance, Colors and Materials. To ensure the development of the Subdivision as a subdivision of high standards, exterior colors must promote a pleasing and compatible neighborhood appearance. Overly vibrant colors will not be allowed, nor will color schemes that clash with the Subdivision's overall appearance. Materials shall be new products, not repurposed, and consistent with new construction standards in the Matanuska-Susitna Borough. Exterior colors shall be restricted to neutral or soft "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 2-4 years).

Exterior finishes shall be lap siding, natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, log or log siding or any approved equal finish on the front, street-facing side of the dwelling.

Section 5.19. Water Wells and Sewer Disposal Systems. Lots shall be permitted to have pit privy outhouses and shared wells. All shared wells shall have a written shared well agreement recorded in the Chitina Recording District. All such systems must be installed in compliance with and be certified by the State of Alaska, Department of Environmental Conservation (DEC). No structure may be placed upon any Lot that will have an elevation on the lowest floor, including a basement or crawl space, of less than four (4) feet above the highest known water elevation. Owners must verify existing water table prior to installing a septic system or house foundation.

Except as amended by this instrument, the CC&Rs recorded as Reception No. 2021-000728-0 remain in full force and effect.

DATED as of the date first set forth above.

Declarant Eureka Trailhead, LLC

By William McClintock
William McClintock, Member

By Kevin Silvernale
Kevin Silvernale, Member

By Sharon McClintock
Sharon McClintock, Member

By Elizabeth Silvernale
Elizabeth Silvernale, Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

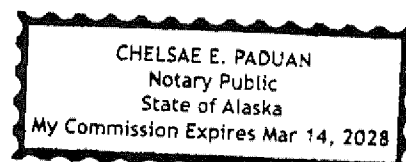
THIS IS TO CERTIFY that on this 5th day of April, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared William McClintock, Sharon McClintock, Kevin Silvernale, and Elizabeth Silvernale, Members of Eureka Trailhead, LLC, an Alaska limited liability company, to me known and known to me to be the Declarant of the real property known as Eureka Trailhead Estates, and they acknowledged to me that they executed the foregoing Declaration for the uses and purposes therein stated.

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

Chelsae E. Paduan
Notary Public in and for Alaska
My commission expires: 3/14/28

Record in Chitina Recording District.
Return to: Eureka Trailhead, LLC
16942 N. Eagle River Loop Road
Eagle River, AK 99577

Amendment No. 1 to the Protective Covenants, Conditions and
Restrictions for Eureka Trailhead Estates
Page 2 of 2



Eureka Trailhead Estates

Owners Association Dues Allocations by Lot - Based on Lot Area

Lot & Block	Acres	Percent Based on Lot Area
L1 B1	10.00	6.6081%
L2 B1	5.00	3.3040%
L3 B1	5.00	3.3040%
L4 B1	4.93	3.2578%
L5 B1	5.03	3.3239%
L6 B1	10.00	6.6081%
L7 B1	5.00	3.3040%
L8 B1	5.01	3.3106%
L9 B1	9.85	6.5090%
L1 B2	3.00	1.9824%
L2 B2	5.83	3.8525%
L3 B2	3.00	1.9824%
L4 B2	10.00	6.6081%
L1 B3	5.44	3.5948%
L2 B3	2.72	1.7974%
L3 B3	2.75	1.8172%
L4 B3	2.51	1.6586%
L5 B3	2.51	1.6586%
L6 B3	5.00	3.3040%
L7 B3	4.70	3.1058%
L8 B3	2.34	1.5463%
L9 B3	2.34	1.5463%
L1 B4	2.33	1.5397%
L2 B4	2.33	1.5397%
L3 B4	4.71	3.1124%
L4 B4	4.98	3.2908%
L5 B4	2.51	1.6586%
L6 B4	2.51	1.6586%
L7 B4	2.50	1.6520%
L8 B4	2.50	1.6520%
L9 B4	5.00	3.3040%
L10 B4	5.00	3.3040%
L11 B4	5.00	3.3040%
Total	151.33	100.0000%

