



**2004-007236-0**

Recording Dist: 311 - Palmer

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Please attach this page to the following Document.

Return to: Glenn Gellert  
Larkspur, LLC  
1113 W. Fireweed #202  
Anchorage, Alaska 99503

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
LARKSPUR SUBDIVISION PLAT # \_\_\_**

This declaration made this the 30th day of January, 2004, by Larkspur LLC, an Alaska limited liability company, which is the owner of Larkspur Subdivision, with the mailing address of 1113 W. Fireweed Lane, #202, Anchorage, Alaska 99503, hereinafter referred to as "Declarant."

**RECITALS**

A. Declarant is the owner of certain real property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as:

LARKSPUR SUBDIVISION, according to the office plat thereof,  
filed under Plat No. 2003-201, in the Palmer Recording District,  
State of Alaska.

B. Declarant desires to subject or impose upon the Subdivision certain covenants, conditions, and restrictions for the development and benefit of the Subdivision and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares all of the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, for the purpose of protecting the value and desirability of and to run with the property and be binding on, and inure to the benefit of all persons now or hereafter having any right, title or interest in the Subdivision.

**Article 1  
DEFINITIONS**

- 1.1 "Declarant" shall mean, and refer to Larkspur LLC.
- 1.2 "Owner" shall mean and refer to a person, including the Declarant, who owns a Lot. Lot Owner does not include a Person having only a security interest in a Lot.
- 1.3 "Person" shall mean an individual, corporation, business, trust, estate, partnership, association, joint venture, government, government subdivision, or agency, or other legal or commercial entity.
- 1.4 "Property" or "Subdivision" shall mean and refer to the Larkspur Subdivision described above.
- 1.5 "Lot" shall mean and refer to a physical portion of the Property designated for separate ownership or occupancy.



Article 2  
RESTRICTIONS ON CONSTRUCTION

2.1 Dwelling Quality. Style and Size Single-Family Homes. No dwelling shall be permitted on any Lot that is restricted in Section 3 to single-family homes that is smaller in size than 1,850 square feet for a two-story home or 1,650 square feet for a single-story or a "ranch" of gross floor area for building/living space, excluding porches, garages, covered patios or sundecks, nor more than two and one-half (2-1/2) stories in height. All single-family dwellings must have a two-car garage of at least 440 square feet minimum. No Dome style, or manufacture/mobile homes, or homes with flat roofs or other styles considered radical are allowed in the Subdivision.

2.2 Exterior Appearance. Colors and Materials. Exterior finishes shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, metal, stucco or any approved equal finish. Exterior colors are restricted to soft "earth tones." All sides of homes must have the same base and trim colors. If clear lacquer or varnish is used, the Owner must refinish at least every four years. Siding materials commonly known as T1-11 are not allowed on the side of any structure.

2.3 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. No permanent improvements, including but not limited to basketball hoops, volleyball or swing sets are allowed within a setback area. The setback requirements are as follows:

Front Lot line: Twenty (20) feet  
Side Lot line: Fifteen (15) feet  
Rear Lot line: Fifteen (15) feet  
MSB Public trail(s): Twenty five (25) feet

2.4 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 eight (8) months, except for certain interior unfinished areas. During the course of construction, the Owner or builder shall protect pavements, shoulders and utilities. No building may be occupied during the construction period prior to certification of occupancy.

2.5 Landscaping. Landscaping must be completed promptly after construction is complete. All walks, driveways and parking areas shall be paved or similarly improved with black top or brick. Vegetable gardens in the front yard of a Lot shall not be allowed. No Owner shall 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. Trees will be removed by hand to keep damages to surrounding trees to a minimum, and the stumps may then be removed by power equipment.



2.6 Utility Lines, Aerials and Antennas. Except for the power lines running across Lots 5, 6, 7 and 8 as of the date of this Declaration, all electrical service, telephone lines and television cable shall be placed underground. No shortwave antennas, transmitters, broadcast TV antennas, or base stations for two-way ham radio or other radios are permitted.

2.7 Water and Sewer. Each Lot restricted to single-family homes in Section 3 shall have their own water well, and septic waste system. All such systems must meet minimal DEC standards.

2.8 Fences. No fence shall exceed six (6) feet in height. All fences must be properly maintained as an attractive addition to the Lot and Subdivision.

2.9 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 Property; however, trailers or temporary structures for use incidental to the initial construction of improvements may be used thereon but shall be removed within a reasonable time after completion of construction on the project. No playground equipment, playhouses, tree forts, swings, slides, or trampolines may be placed in the front yards of any Lot.

2.10 Drainage. No modification shall be made to the natural drainage of any Lot such that a neighboring Lot is negatively impacted by a change in drainage.

2.11 Site Distances and Intersections. No fence, wall, hedge, shrub or structure which obstructs site lines at an elevation between two (2) and six (6) feet above the elevation of an abutting roadway is permitted within a distance of ten (10) feet from the Property Line on any corner Lot within twenty-five (25) feet of the corner. Trees within this area may remain, as long as their foliage is trimmed sufficiently to not intrude into the required site lines.

### Article 3

#### RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

3.1 Land Use and Building Type of Single-Family Lots. Lots designated as 1, 2, 3, 4, 5, 6, 7, and 10 on the Larkspur Subdivision plat attached as **Exhibit A** shall not be occupied or used for any purpose other than a single-family residence except that home professional uses not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage may be conducted provided such use must be incidental to the use of the Lot for residential purposes. Further, non-residential activities must comply with governmental regulations addressing home occupations, no signs indicating commercial or professional uses may be displayed on a Lot. 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. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than:



(a) One detached single-family dwelling (exclusive of one-bedroom in-law apartments). Each and every dwelling must have an enclosed garage capable of housing at least two large automobiles.

(b) Fences, gates and associated structures.

(c) A dog house and/or fenced run.

(d) One (1) ancillary structure, the exterior of which must be finished in harmony with the dwelling and approved by the committee as provided herein. This structure may be utilized as a greenhouse or storage structure.

3.2 Land Use on Multi-Family Lots. The Lots designated as 8 and 9 on **Exhibit A** shall be occupied and used either as single-family residential Lots in compliance with Section 3.1 or as multi-family residential Lots in which case Section 3.1 and Section 2.1 shall not apply.

3.3 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 Owners in the enjoyment of their Lots. No vehicles or equipment shall be parked or placed in a public right-of-way for more than twelve (12) hours. No vehicle or equipment owned by a resident or Owner shall be placed on a public street within the Subdivision for more than twenty-four (24) cumulative hours in a week.

3.4 Commercial Vehicles. No commercial vehicles or similar construction equipment shall be parked, placed, erected, or maintained on any Lot for any purposes except during the period of construction.

3.5 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, snow-machines or other machinery shall be kept in an enclosed garage or upon a suitable pad which shall either be paved or similarly improved, or contain at least 4 inches of gravel fill.

3.6 Pets, Livestock and Poultry. No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation "Wolf Hybrids," shall be kept on any Lot. No animals, livestock, or poultry shall be kept on any Lot except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No more than two dogs and/or two cats of gentle disposition may be maintained at a Lot. All animals must be kept on the Owner's Lot, either chained, fenced or otherwise restrained at all times, and will not be allowed to roam freely.

3.7 Garbage and Refuse Disposal. Trash, garbage, or other waste shall be stored in sanitary, covered containers and disposed of regularly. Containers used for the storage of trash,



garbage or other waste shall be kept in a clean and sanitary condition. All trash containers must be kept in a clean and sanitary condition within the garage or storage shed, except for garbage "pick up" purposes.

3.8 Signs and Lighting. No sign of any kind shall be displayed to the public on any Lot except one sign of not more than five (5) 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 and on Lots 8 and 9. NO ONE IS TO PLACE ANY "FOR SALE," MODEL HOME," "OPEN HOUSE" or "GARAGE SALE" sign(s) in the common area entry of the Subdivision at any time. Such marketing materials will be immediately removed and disposed of. Larkspur Subdivision may have street lighting. As street light locations are identified on specific Lots the Declarant shall have the right to receive an easement to the light pole and its supporting pad. This will insure the proper maintenance to the Subdivision's lighting with no responsibility for the same on the individual Lot Owner. Such easement will be granted without charge by the Owner to the Declarant, a homeowner's association or the Borough upon request.

3.9 Natural Resource Extraction. No natural resource extraction operation of any nature shall be permitted within the Subdivision by Owners.

3.10 Windows and Facades. No garments, rugs, sheets, or foil shall be hung from in windows of the improvements to a Lot. Only customary curtains or shades or draperies, or stained glass or some combination thereof, visible from the exterior of the improvements to a Lot shall be used.

3.11 Maintenance. Owners of each Lot shall maintain their Lot in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained all at their own expense.

3.12 Storage Tanks. Except for Lots 8 and 9, no storage tanks are permitted on or beneath any Lot at any time, except for one (1) water tank, or two (2) water pressure tanks which shall be installed in the garage or crawl space.

3.13 Repairing, Dismantling or Assembling. 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 and only within any Lot's garage.

#### Article 4

#### LIMITED RIGHTS AND EASEMENTS OF DECLARANT

4.1 Reservations, Easements. 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 reasonably 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 Subdivision except on Lots owned by an Owner other than the Declarant.

Article 5  
GENERAL PROVISIONS

5.1 Enforcement.

(a) The Declarant or any aggrieved Owner, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants or restrictions herein contained and the failure to do so 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 neighborhood 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, a party bringing an 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 violation, which is the subject matter of the action to enforce exists, provided that any recovery against an Owner under this provision shall be for the benefit of and payable to the party bringing the action. 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, if 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.

5.2 Term. Unless amended pursuant to Section 5.3 below, the covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.



5.3 Amendment. This Declaration may only be amended by an instrument in writing signed by fifty-one percent (51%) of all Owners and Declarant if Declarant owns any Lot in the Subdivision. If Declarant does not own any Lot in the Subdivision then the Declaration may only be amended by an instrument in writing signed by sixty-seven percent (67%) of the Owners.


5.4 Successors and Assigns. The covenants, conditions and restrictions set forth herein are intended to burden the Subdivision and all Lots contained within the Subdivision. Each and every Owner or any Person having any interest in or to any portion of a Lot shall be bound by the covenants, conditions, and restrictions contained herein for the benefit of Declarant and the Subdivision.

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 30th day of January, 2004.

LARKSPUR LLC

By:   
Glenn Gellert  
Its: Manager

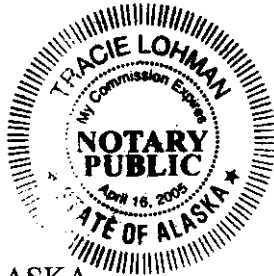
By:   
Scott Johannes  
Its: Manager



STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 12<sup>th</sup> day of March, 2004, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came **Glenn Gellert**, to me known to be the person described in and who executed the foregoing document and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

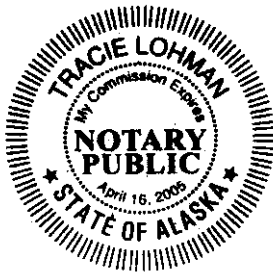


Tracie Lohman  
Notary Public in and for Alaska  
My Commission Expires: 4-16-05

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 15<sup>th</sup> day of March, 2004, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came **Scott Johannes**, to me known to be the person described in and who executed the foregoing document and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Tracie Lohman  
Notary Public in and for Alaska  
My Commission Expires: 4-16-05

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DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS - Page 8 of 8



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