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Recording Dist: 311 - Palmer

5/25/2022 10:43 AM Pages: 1 of 12



Palmer Recording District

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

AFTER RECORDATION RETURN TO:

William G. Royce
310 K Street, Suite 200
Anchorage, Alaska 99501
STA1683770

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made, granted, declared, established and reserved this 24th day of May, 2022, by WILLIAM G. ROYCE, whose mailing address is 310 K Street, Suite 200, Anchorage, Alaska 99501 ("Declarant").

WHEREAS, Declarant is the fee owner of certain real property located in Willow, Alaska, which real property is described as:

Lots 2, 3 and 4, Block 1, *Nordic Park*, according to the official plat thereof, Plat No. 2021-44, in the records of the Palmer Recording District, Third Judicial District, State of Alaska (each a "Lot", and collectively the "Property").

WHEREAS, Declarant desires to establish and declare certain covenants, conditions and restrictions with respect to the Property, all as set forth below;

NOW THEREFORE, Declarant does hereby declare these covenants, conditions and restrictions to be imposed on the Property, to run with the land, and to be binding upon and for the benefit of all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I DEFINITIONS

1.1 "Birch Pond" means the body of water identified and labeled as "Rogene Pond" on Plat No. 2021-44.

1.2 "Hazardous Substance" means any substance that is defined under any federal, state, or local statute, law, or ordinance as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant, including, without limitation, petroleum, petroleum products, oil, waste oil, and unsanitary waste.

1.3 "Improvements" means any structure, construction, fixture or facility existing or to be constructed on the Property, including but not limited to buildings, towers, docks, utility wires, antennas, satellite dishes and light poles.

1.4 "Lot Owner" means one or more Person(s), including the Declarant, who are alone or collectively the record owner of a fee simple title to a Lot. Lot Owner does not include a Person having only a security interest in a Lot.



1.5 "Permitted Lease" means a written lease of an entire Lot, that has a lease term of not less than twelve (12) months, and that expressly incorporates and requires the lessee to comply with the provisions of this Declaration.

1.6 "Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

1.7 "Pond Setback" shall mean shall mean the areas on a Lot within one hundred feet (100') from the open water of Birch Pond.

1.8 "Recreational use" means the pursuit of leisure-time activities such as, but not limited to, boating, fishing, hunting, trapping, swimming, motorized and nonmotorized activities, sports, games of skill, hiking, skiing, flying, *etc.*, and may include the enjoyment of natural beauty, historic landmarks, or wildlife.

1.9 "Subdivided" means the division of a Lot into two or more lots, tracts, parcels, sites, condominiums, units or other divisions, including any separation of ownership interests under AS 34.08, *et seq.*, and includes any sale, lease, license or other conveyance of less than the entire Lot.

1.10 "Tree Preservation Setback" shall mean the areas on a Lot within fifteen feet (15 ft.) of the northern, southern, western and eastern boundary lines of such Lot.

ARTICLE II

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

2.1 Residential and Recreational Use. The Property is restricted to residential and recreational use only. No business activity, commercial activity or industrial activity shall be maintained or conducted on the Property.

Notwithstanding the foregoing, home professional or administrative occupations that do not substantially increase traffic and do not generate or require unreasonable levels of mail, shipping, noise, odors, trash or storage are permitted on the Property as long as there exists no external evidence thereof. Professional or administrative occupations must be incidental to the primary use of the Property for residential or recreational use, and must comply with all governmental regulations addressing home occupations.

2.2 Dwelling Structures. Not more than one (1) principal dwelling structure and one (1) garage shall be permitted on a Lot. A garage may be attached or detached from the principal dwelling structure. In addition, each Lot shall be permitted to have one (1) detached accessory dwelling structure, not to exceed a total of five hundred square feet (500 sq. ft.) in size.



Any dwelling structure that is erected or maintained upon a Lot, and any exterior addition thereto, must be in harmony as to external design, location and size with surrounding structures and topography. The height of any dwelling structure shall not exceed thirty-five feet (35 ft.) above the finished ground surface.

Exterior paint colors shall be earth tones, including shades of tan, brown, beige, taupe, green, olive, sage, gray and black. Pastels, fluorescent or neon paint, and shades of magenta, purple or orange, are prohibited. Excessive use of highly contrasting color trim is prohibited.

No Dwelling or accessory dwelling structure shall be permitted within the Pond Setback.

2.3 Outbuildings/Detached Structures. Outbuildings, including but not limited to greenhouses, sheds, storage buildings, accessory dwelling structures, detached garages, and other detached structures, shall be permitted only if constructed in a permanent manner and in a style which is (a) compatible with the architectural design of the principal dwelling structure, and (b) in harmony as to external design, location and size with surrounding structures and topography. The exterior color of an outbuilding shall be painted to match the exterior color of the principal dwelling structure. No outbuildings will be permitted which are not properly sided, painted, and roofed. No Outbuildings shall be permitted within the Pond Setback.

2.4 Trees and Landscaping. In order to provide a natural separation between Lots and maintain the natural beauty and aesthetic value of the trees and wooded surroundings of the Property:

- (i) Standing trees of size and beauty on a Lot shall be preserved to the maximum extent possible within the Tree Preservation Setback, except to the extent that the clearing of certain trees may be necessary for the placement of a driveway.
- (ii) Birch Pond is largely surrounded by soft wet meadow and floating vegetative mat which is extremely fragile. In order to preserve the natural beauty of Birch Pond and the surrounding area, no trees, shrubs, or vegetation of any kind shall be removed or cut within the Pond Setback.
- (iii) On all other portions of a Lot (other than within the Tree Preservation Setback and Pond Setback), trees may be removed to provide for construction and trees may be thinned to provide reasonable views of Birch Pond, but in no event shall all trees be removed from such portions of a Lot.
- (iv) Dead, diseased or naturally fallen vegetation shall be removed from a Lot by the Lot Owner each year between June 15 and October 15.



- (v) Once commenced, any excavation, grading, trenching, clearing, cutting, filling or disturbance to the soil on any Lot shall be pursued diligently and completed and landscaped promptly.
- (vi) No excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil of any sort shall be made to the topography of any Lot that causes a change in the natural drainage if such change adversely affects any other Lot.

2.5 Fences. Fences, gates, and associated structures on a Lot shall not exceed six feet (6') in height. Chain-link fences are prohibited.

2.6 Timely Construction. Once construction of a dwelling, building or other structure on a Lot has commenced, all exterior walls, roofs, windows, doors and other elements visible from outside the structure shall be completed within eighteen (18) months from the date of commencement. Dwellings substantially completed between September 1st and May 1st shall be landscaped no later than the next August 1st in the following calendar year. Dwellings substantially completed between May 1st and August 1st shall be landscaped no later than August 31st of the same calendar year. For purposes of this Section, landscaping shall include the removal of all debris, overburden and construction materials, and the completion of all walkways, driveways and final grading.

2.7 Temporary Structures and Mobile Homes. No temporary structure, boat, truck, tent, trailer, mobile home, camper or recreational vehicle of any kind shall be used as a permanent or long-term living area while located on any Lot; provided, however, that a trailer, camper or other temporary structure for use incidental with the construction of Improvements on a Lot may be maintained thereon but shall be removed immediately upon completion of construction of the Improvement. No modular or manufactured home or any structure having the same general appearance shall be permitted on any Lot.

A tent, trailer, camper or other recreational vehicle may be used as a living area on a Lot for short-term recreational purposes, not to exceed a total of twenty (20) cumulative days within any thirty (30) day period.

2.8 Maintenance and Repair. Each Lot Owner shall: (a) maintain their dwelling, outbuildings, patios, fences and all other Improvements on their Lot in good condition and repair; and (b) maintain in attractive and viable condition the landscaping and/or natural flora on their Lot.

2.9 Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in sanitary covered trash containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Garbage

Page 5 of 12

Declaration of Covenants, Conditions & Restrictions



containers shall not be visible to adjacent Lots or to the public from the street, except when placed outside for collection on the day of garbage pick-up. No outside burning of trash or garbage is permitted.

2.10 Burning. Burning of any Hazardous Substance, toxic substance or noxious smelling material (e.g., plastics, rubber, etc.) is prohibited. Burning of other materials shall be permitted in a setting that does not create an unreasonable risk of fire spreading to other portions of the Property. No fires may be left unattended.

2.11 Storage of Materials. For purposes of this *Section 2.11*, "Materials" shall mean building materials, lawn and other yard tools and equipment, junk or scrap metal, wood piles, scrap wood, pallets, plows, machinery or parts thereof, vehicle parts, tires, furniture, appliances, motors, batteries, or any other similar items.

(i) Any Materials stored on a Lot shall be stored in a safe and neat fashion, and shall not be visible from the street or from surrounding Lots.

(ii) The storage of construction or building materials on a Lot, not being used in the active construction of Improvements on the Lot, is prohibited.

2.12 Vehicles and Equipment. For purposes of this *Section 2.12*; a "vehicle" includes, but is not limited to, an automobile, motorcycle, truck, trailer, boat, ATV, camper, recreational vehicle, snow machine or similar equipment.

(i) Junk vehicles and inoperable vehicles shall not be parked or stored on a Lot except within an enclosed garage. An "inoperable vehicle" means a vehicle which has remained incapable of movement under its own power for a period of sixty (60) consecutive days, and will remain so without repairs or part replacement; a "junk vehicle" means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a vehicle.

(ii) Heavy equipment and heavy machinery, including but not limited to excavators, bulldozers and loaders, shall only be permitted on a Lot when used during the active construction of Improvements on the Lot, and shall be removed immediately upon completion of construction of the Improvement.

(iii) The operation of motorized vehicles or motorized watercraft of any kind is prohibited anywhere on Birch Pond and within the Pond Setback.

2.13 Animals. Except for dogs, cats and other domestic household pets, no animals, horses, cattle, dog teams, goats or other livestock or poultry of any kind shall be

Page 6 of 12

Declaration of Covenants, Conditions & Restrictions



kept, bred, or maintained for any private or commercial purposes on a Lot. All domestic household pets must be restrained so as to promote the safety and well-being of the Lot Owners and others upon the Property.

2.14 Birch Pond; Boardwalk Access. No permanent or temporary docks or floating structures of any kind, including inflatable devices, are permitted on Birch Pond. In order to provide access to Birch Pond and the transportation of kayaks, canoes and similar non-motorized watercraft to and from Birch Pond:

- (i) The Lot Owners of Lots 3 and 4, Block 1, may mutually agree to construct and install a single low-profile boardwalk, not to exceed six feet (6') in width, located on the boundary line between Lots 3 and 4, Block 1, providing shared access to the open water of Birch Pond. If the Lot Owners of such Lots agree to construct and install a boardwalk pursuant to this *Section 2.14(i)*, they shall execute and record an easement agreement defining their respective responsibilities for the costs of construction, maintenance of the boardwalk, and liabilities arising from the use of the boardwalk. No other Improvements shall be permitted within the Pond Setback within Lots 3 and 4, Block 1.
- (ii) Except as provided in *Section 2.14(i)*, above, the Lot Owner of any other Lot subject to this Declaration shall be permitted to construct and install a single low-profile boardwalk, not to exceed six feet (6') in width, anywhere within the boundaries of their Lot, providing access to the open water of Birch Pond. No other Improvements shall be permitted within the Pond Setback within such Lots.

2.15 Subdivision of Property. No Lot or any portion thereof may be Subdivided.

2.16 Signs. No signs or banners whatsoever shall be displayed to the public view on a Lot, including without limitation political signs or banners, except:

- (i) One (1) sign, not exceeding six square feet (6 sq. ft.) in area, may be displayed on a Lot bearing the trade name, business description and/or graphic logo of a home professional or administrative occupation conducted on the Lot; and
- (ii) One (1) sign, not exceeding six square feet (6 sq. ft.) in area, may be displayed on a Lot advertising the Lot for sale or lease.



Nothing in this *Section 2.16* shall prohibit a Lot Owner from posting or displaying the street address number of a Lot in accordance with the requirements of the Matanuska-Susitna Borough.

2.17 Utility Lines. All utility lines on the Property shall be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such lines include, but are not limited to, water, gas, electric, telephone, cable and internet.

2.18 Oil and Mining Operations. No oil or gas drilling, development operations, refining, quarrying, or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot. No surface entry will be permitted on a Lot and no extraction of minerals will be permitted within a two hundred fifty foot (250') buffer measured vertically from the surface.

2.19 Leasing and Licensing. No portion of the Property shall be leased, licensed, rented, or subject to any other form of time share arrangement or occupancy agreement, except pursuant to a Permitted Lease. No portion of the Property may be used for bed and breakfast, transient, hotel or motel purposes.

2.20 Nuisance. Noxious, offensive, dangerous or unsafe activities which disturb the peaceful use and occupancy of any part of the Property, or which threaten the safety of its occupants, are prohibited on the Property.

2.21 Compliance with Laws. The Improvements on a Lot and the use of a Lot must comply with all local, federal, and state laws or ordinances, including but not limited to all applicable zoning and setback requirements, unless the restrictions contained in this Declaration are more restrictive than the laws or ordinances, in which case the uses of the Property shall comply with the more restrictive covenants.

ARTICLE III LIABILITY FOR HAZARDOUS SUBSTANCES

In the event that any fuel, oil, lubricant, or other Hazardous Substance is spilled, released or discharged on or within any Lot or any property or surface or ground water adjacent thereto, the Lot Owner who caused or suffered, or whose invitee caused or suffered, such spill, release or discharge, shall: (a) promptly respond to and remediate such spill, release or discharge in accordance with the requirements of applicable law; and (b) defend, indemnify and hold harmless all other Lot Owners from all demands, claims, fees, fines, penalties, judgments, awards, costs, damages, losses, obligations, and liabilities that in any way arise out of, result from or are based upon any legal obligation to respond to,



remediate and/or dispose of such spilled, released or discharged fuel, oil, lubricant, or Hazardous Substance.

ARTICLE IV
RIGHT TO JOIN COMMON INTEREST COMMUNITY ON ADDITIONAL REAL ESTATE

Declarant currently has an ownership interest in real estate adjacent to the Property, which real estate is more particularly described in Exhibit A, attached hereto (the "Additional Real Estate").

Declarant, or his successors or assigns, may but are not obligated to submit the Additional Property to the provisions of the Uniform Common Interest Ownership Act, AS 34.08. *et seq.* ("UCIOA"), for the purpose of creating a planned community within the Additional Property.

In the event Declarant or his successors or assigns submit the Additional Property to the provisions of UCIOA for the purpose of creating a planned community, Declarant shall promptly give notice of that fact to each Lot Owner. For a period of six (6) months after receipt of such notice, each Lot Owner shall have the right, but not the obligation, to join in the planned community by submitting their Lot to the provisions of UCIOA and consenting to the provisions of the declaration creating such planned community. In the event a Lot Owner chooses to join in the planned community, the Lot and Lot Owner shall be entitled to and subject to all rights, liabilities, and obligations provided under the Act and the declaration creating such planned community.

ARTICLE V
ENFORCEMENT

In the event that a Lot Owner fails to comply with any restriction, condition, covenant or reservation imposed by the provisions of this Declaration, this Declaration may be enforced by either:

- (a) any aggrieved Lot Owner; and/or
- (b) the Declarant, or his successors and assigns, for so long as the Declarant or his successors or assigns hold any ownership interest or development right in the Additional Property.

The party or parties enforcing this Declaration shall have all rights and remedies available at law or in equity, including, but not limited to: (i) an action for damages; (ii) an action for temporary and/or permanent injunction; (iii) an action for specific performance of the provisions of this Declaration; or (iv) any combination of the foregoing.

In the event any action is brought to enforce the provisions of this Declaration, the prevailing party in any such action shall be entitled to the recovery of costs and



disbursements of such action, as well as reasonable actual attorney's fees incurred in and about such action, at trial and on all appellate levels.

ARTICLE VI
MISCELLANEOUS

6.1 Covenants Running with the Land. Each and every one of the benefits and burdens contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the record Lot Owners from time-to-time of every portion of the Properties, and their legal representatives, heirs, executors, administrators, successors and assigns.

6.2 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the covered Property for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating this Declaration has been executed by the Lot Owner(s) of all Lots and recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska. When more than one (1) Person holds an ownership interest in a Lot, an instrument terminating this Declaration must be executed by all Persons holding an ownership interest in the Lot. In addition, for so long as the Declarant or his successors or assigns hold any ownership interest or development right in the Additional Property, an instrument terminating this Declaration must be executed by the Declarant, or his successors or assigns, as the case may be.

6.3 Amendments. Any amendment to this Declaration must be in a writing executed by the Lot Owner(s) of all Lots. When more than one (1) Person holds an ownership interest in a Lot, the amendment must be executed by all Persons holding an ownership interest in the Lot. In addition, for so long as the Declarant or his successors or assigns hold any ownership interest or development right in the Additional Property, any amendment to this Declaration must be executed by the Declarant, or his successors or assigns, as the case may be.

Any amendment to this Declaration shall only be effective upon being properly executed and recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

6.4 Right to Join Declaration. The record owners of Lot 1, Block 1 and/or Lot 5, Block 1 of *Nordic Park*, according to Plat No. 2021-44, shall be permitted to submit such lot to the provisions of this Declaration by executing and recording an instrument to that effect in the records of the Palmer Recording District, Third Judicial District, State of Alaska. Upon recording of such an instrument, the lot shall be considered a "Lot" hereunder, and the record owner shall be deemed a "Lot Owner", and such Lot and Lot Owner shall be subject to all rights and obligations imposed hereunder.

Page 10 of 12

Declaration of Covenants, Conditions & Restrictions



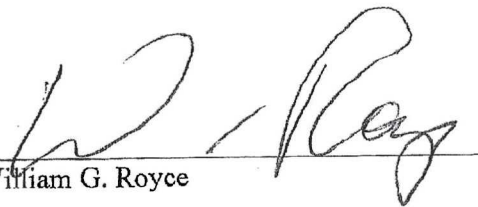
6.5 Waiver. No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.6 Severability. The invalidity or unenforceability of any provision of this Declaration under any present or future law, rule, regulation or ordinance will not affect any other provision of this Declaration, and the remaining provisions of this Declaration shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Declaration.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]

DATED: this 24th day of May, 2022.

DECLARANT:


William G. Royce

STATE OF ALASKA

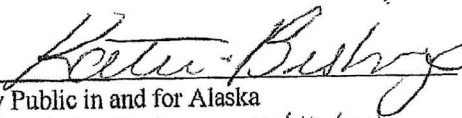
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ss.

THIRD JUDICIAL DISTRICT

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The foregoing instrument was acknowledged before me this 24th day of May, 2022, by **WILLIAM G. ROYCE**.


Notary Public in and for Alaska
My Commission Expires: 10/16/24

STATE OF ALASKA
NOTARY PUBLIC

Katie Bishop

My Commission Expires October 16, 2024



Page 11 of 12

Declaration of Covenants, Conditions & Restrictions



EXHIBIT A

Additional Real Estate

Tracts A & B, *Nordic Park*, according to the official plat thereof, Plat No. 2021-44, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

Government Lots Twelve (12) and Twenty-Two (22), Section 36, Township 19 North, Range 5 West, Seward Meridian, records of the Palmer Recording District, Third Judicial District, State of Alaska.

Government Lot Four (4), Section 31, Township 19 North, Range 4 West, Seward Meridian, records of the Palmer Recording District, Third Judicial District, State of Alaska.

