



PLEASE RECORD IN PALMER RECORDING DISTRICT

**PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR**

2021-327 (13)

SPRING POND ACRES

LOTS 1-13

PART A. PREAMBLE

THIS INSTRUMENT IS BEING RECORDED
BY MAT-SU TITLE AGENCY, LLC
AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED FOR VALIDITY
OR ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN

KNOW ALL MEN BY THESE PRESENTS,

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

SPRING POND ACRES, according to plat No 2021-104
recorded in Palmer Recording District, third
Judicial District, State of Alaska,
hereinafter referred to as "the covered property";
and,

WHEREAS, the undersigned desires to assure the continued development
of the covered property on a high level for the benefit to future property owners therein;

and,

WHEREAS, the undersigned desires to place on and against the covered
property certain protective covenants regarding the improvements and/or use of the
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 lots 1 thru 13 in the subdivision. "Lot" shall mean and refer to any of the plots of land shown upon any recorded plat of Spring Pond Acres. These covenants shall not apply to lots 17, 18, and 19 as these lots do not have access to any of the roads within the Sub-Divisions and may be handled differently in the future.

PART C. PROPERTY RESTRICTIONS.

C - 1. SINGLE FAMILY RESIDENCES. Temporary buildings may not be placed on any lot for any purpose. No residential care facilities, daycare facilities, commercial activities or natural resource extraction shall be allowed on any lot. Lots may be used for construction and maintenance of a single-principle structure to be used only as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with common kitchen and dining area, with no more overnight occupants than two per bedroom.

C - 2. COMPLETION OF CONSTRUCTION. All residential dwellings must have a finished exterior within six (6) months from groundbreaking and be fully completed within one (1) year from groundbreaking.

C - 3 OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be utilized within the Subdivision.

C - 4 STORAGE OF EQUIPMENT AND RECREATIONAL ITEMS. Lawn and yard equipment, snow blowers, travel trailers, motor homes, boats, snow mobiles, ATVs, and other similar recreational vehicles, including trailers for such items, shall be stored while not in actual usage only so long as such on-site storage is within an enclosed or fenced-in area so that said items are not visible from street. It is the intent of these restrictions that no items or recreational vehicles may be seen from any street



during such time as such items are not actually being used and that a fence or enclosed structure is used to accomplish this purpose.

C- 5 WATER SUPPLY. each improvement 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 system as installed shall be the responsibility of the individual owner.

C - 6. SANITARY WASTE DIPOSAL. Each improved lot shall have its own sanitary waste disposal system. No individual system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation, 18 AAC 72, or such other regulations which may be promulgated by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

C - 7 DWELLING SIZE and Quality

(a) Building Size. No single family dwelling structure shall be permitted on any lot based on the type of home listed below. The Square Footage for each structure listed excludes the basement, garage, decks, porches and all out buildings. (NOTE All structure types must include a two car garage but cannot be included in the square footage requirement.) Regardless of the single family dwelling type you choose to build i.e. Single level one story, two story, or three story, the ground floor must contain a minimum of 900 s.f. (NOTE: Some three story may not be approved due to height restrictions and view obstruction and are not recommended.) Each home builder should consider size and location so the new home doesn't block the view of adjacent homes.

(b) Construction Standards. Construction of all residential structures contemplated herein shall be at least equal to the present FHA minimum building standards. 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.



(c) Garage; Driveways. Each dwelling shall have at least a two-car garage. All structures shall have a driveway that is paved from the building or garage entrance to the street. 12' wide pavement plus an area for removed snow is recommended.

(d) Building Height. No building shall exceed 35 feet in height from ground level on the front of the building.

(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 "earth tones." 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, OSB, Hardiplank or similar product, real brick, real stone, cultured stone, designer block, vinyl, cement fiber, metal (other than metal roofing products), stucco or any approved equal finish. The application of stucco is to be used only as an accent treatment and is limited to not more than ten percent (10%) of the exterior surface area of any dwelling. Siding materials known as T-111, or panel siding products are not approved. However, metal siding in earth tones may be used on outbuildings as defined under C-9.

C - 8 ARCHITECTURAL CONTROL COMMITTEE. An

Architectural Control Committee (ACC) shall consist of three members appointed by the Board of Directors. Decisions of the ACC shall be made by a majority of its members. Any plans approved by ACC must also comply with these covenants in all respects. The ACC shall exercise oversight of outbuildings, exterior design and architectural lines, colors, roofing and siding materials and setbacks for both original construction and additions or modifications thereof. Exterior colors must be approved by the ACC prior to application of the paint. Written plans submitted to the ACC which have not been



disapproved within 20 days shall be considered approved, so long as they otherwise conform to the requirements of these covenants.

C - 9. 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. All outbuildings shall be constructed utilizing proper foundations, siding and roofing materials and be finished so that they will be equal to the primary structure's appearance. All outbuildings must be completed within three (3) months from start of construction.

C - 10. BUILDING LOCATION. Any building or portion of same located on any lot shall meet the minimum set back requirements of the Matanuska - Susitna Borough Code but not less than those described in paragraph C - 13 of this document.

C - 11. FENCES. No fences of any kind may be installed unless built in a professional manner, properly maintained and follows the outline listed below.

(a) All wood fencing except for split rail, shall be constructed with finished lumber and should be stained or painted in most situations. All post and frame work for wood fences will be constructed with pressure treated wood.

(b) No chainlink fencing will be allowed unless completely hidden within or behind a solid structure. There are many white plastic / vinyl and wrought iron / steel fence styles on the market that are attractive, durable, and functional for most situation on your lot. These are accepted for use in Spring Pond Acres. (NOTE however that most of this type of fence cannot be used to block the view of unsightly items listed in these covenants.)

(c) Any wood board fencing should be constructed with the framework made with pressure treated 4 x4 (min) post and pressure treated 2 x 4s (min) frame work with a double top plate to hold up too the wind. Cedar split rail can be left unstained and allowed to turn gray over time (the most natural look, and will last just as long.)

(d) No electric fencing except for the electric shock collar control systems that are marketed primarily for dog containment and best used inside of any fence type or height.



(e) Fence height and location: All fencing that is greater than 4' in height and is attached to the front ends of the house must run toward the side lines of the your lot so as to be near perpendicular to the side lines of your lot. This same fencing attached to the rear of the house can be built in any configuration as long as it does not end up in front of the house. Note this stipulation assumes your house is built with the front somewhat facing the front of your lot. (NOTE There could be some exceptions to the above where storage buildings, hobby shops, or extra utility buildings are located to accommodate five or six foot fencing behind or to the side of these structures, as long as the structure or fencing do not block the frontal view of the house.) Six foot fencing should be the maximum height in most situations. All fencing installed in that area from the front of the house toward the front of your lot shall not exceed 4' in height.

C - 12 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 record 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, or which may obstruct or redirect the flow of water through the drainage channels in the easements. The easement area of each lot and all the 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.

C - 13. 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 courts or swing sets, etc. are allowed within a setback area without written approval by the ACC. The minimum setback requirements are as follows:

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

The ACC will generally not approve the placement of structures with front lot line setbacks the same as the front lot line setback on adjacent lots. The ACC may, based on lot topography, grant an exception to the front setback.



C - 14. SIGNS. No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by the builder to advertise property during construction. However one small sign (12"x 24") may be used for name/ street number.

C - 15. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried 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. Offensive activity includes the accumulation or debris and/ or excessive accumulation of personal property on any lot other than within an enclosed structure.

C - 16. MINING OPERATIONS. Excess gravel mounds created by end moraines can be removed to the base of the moraine to make the lot more useable to the builder/ owner. The end result cannot create a noticeable depression. All moraine removable must be approved by the ACC or Home Owners Association.

C - 17 ANIMALS. No poultry or livestock of any kind shall be raised, bred or kept on any lot. No animals shall be raised, bred or kept within the subdivision for commercial purposes of any kind. 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. Each living unit shall be allowed a maximum of two dogs and two cats. All pets shall be kept within the boundaries of their owner's property, except when under direct human restraint by leash. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

C - 18 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 of lots shall be permitted only in accordance with appropriate 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.

C - 19. INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted upon any lot or within any street or easment adjacent to any lot in the Subdivision. A vehicle which is otherwise operable but not used or moved for more than forty-five days shall be considered an inoperable vehicle for purposes of this provision.

No repairing, dismantling, or assembling of any vehicle, boat, snowmobile or any other power driven machines will be permitted on any lot except within an enclosed garage, shop, or outbuilding.

C - 20. COMMERCIAL VEHICLES. No commercial vehicles, trailers other than utility trailers, or motorized construction equipment may be placed on any lot for any purpose except during the construction period. However snow removal equipment can be stored in an out building.

C - 21. SNOWMOBILES. Snowmobiles and ATVs shall not be operated anywhere within the Subdivision including private property, easements, or right of ways. However a quiet ATV may be operated by owners for the purpose of maintaining their property.

C - 22. 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 shall be of the type approved by the Post Office or provided by the newspaper.

C - 23. LANDSCAPING. Each lot owner shall landscape any portion of construction. Right of ways and utility easements shall be kept clear of trees, shrubs, and any rocks including landscape rocks but shall be otherwise maintained by lot owner to edge of paved road. It is recommended to thin but maintain as many trees as possible and still retain your view.

C - 24. EXTERNAL ANTENNA RESRICTIONS. No television antenna, disk or other type of television or radio antenna or electric device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be situated on any lot;



EXCEPT, HOWEVER, each lot owner may install on the exterior of 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 foot diameter.

C - 25. DRIVEWAYS. Each lot owner shall, at the time of driveway construction, obtain a driveway permit from Matanuska - Susitna Borough. Driveway and culvert installation shall comply with Matanuska - Susitna Borough regulations.

C - 26. 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 re-subdivision.

PART D. HOMEOWNERS' ASSOCIATION

D - 1. MANATORY 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. Each owner of a lot in this Subdivision agrees 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 the Board of Directors. 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 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 Director. Activation of the Association shall be accomplished by the undersigned's selection of an initial Board of Directors consisting of not 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 make to select only lot owners willing to serve in this capacity.



The undersigned or Board of Directors may elect to incorporate, as provided in Section D - 1, with the concurrence of majority of the members of the Association. The Board shall serve staggered three year terms. Replacement of Board members shall be set by the Bylaws as adopted by the Board.

The number of Directors shall not be reduced except by attrition.

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, regardless of the number of individuals or entities jointly owning each lot. Where more than one person or entity holds 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. ANNUAL ASSESSMENTS. Annual assessments may be levied as provided by the Bylaws of the Homeowners' Association.

D - 6. 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 Board, may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50) per lot. No more than four (4) such assessments may be levied in any 12 month period. The undersigned, its designees or 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 - 7. UNIFORM RATE OF ASSESSMENT. All assessments shall be fixed at a uniform rate for all lots, regardless of the level of improvement of the lots, and may be collected on a monthly, quarterly, semi-annual or annual basis by the Association, as determined by the Board of Directors.



D - 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

The Board of Directors shall fix the present amount of the annual assessments for 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 there to. _____ shall be the date annual assessments are due. 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 - 9. EFFECT OF NONPAYMENT OF ASSESSMENT; VIOLATION OF RESTRICTIONS; REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the rate of eight (8) percent per annum. In addition, after notice and hearing, the Board may levy reasonable fines for violation of these covenants, including, but not limited to, restrictions contained herein and the nonpayment of assessments. Whenever fines are contemplated, the Board shall notify the lot owner of the violation, including a general statement of the proposed action to be taken, and the date, time and place of the hearing. The notice shall be given not less than five (5) days before the hearing date. At the hearing, the lot owner shall have the right, personally or by representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board of Directors to ensure a prompt and orderly resolution of the issues. The lot owner shall be notified of the Board's decision in the same manner in which notice of the hearing was given.

Assessments, fines, collection costs and interest become a continuing lien upon the subject lot. The lien may be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time. The association may bring an action at law against the person personally obligated to pay same, and may seek injunctive relief in order to remedy any violation.

No one may waive or otherwise escape liability for assessments or fines provided for herein by non-use of the lot, abandonment or rental of the lot. Sale or transfer of any lot shall not be affect the lein. 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, nor shall sale or transfer of any lot disencumber the lien attached to the lot.



Pending violations of the covenants or the delinquency in the payment of any fine or assessment will, in addition, prevent voting by such member in any action before the membership or the Board of Directors.

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

All references herein to the powers of the Board of Directors will apply with equal force and effect to the undersigned until it has transferred responsibility to the Board of Directors.

PART E. MISCELLANEOUS PROVISIONS.

E - 1. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty-five (35) 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 individual lot owner 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 ways 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 of 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.



DATED this 22nd day of SEPT 2021

BY: Kathryn Folsom
W Folsom
Managing Developers

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THE 22 day of SEPTEMBER,
2021, before me, the undersigned Notary Public, in and for WILLIAM FOLSOM,
and KATHRYN FOLSOM who is known to me and to me known to be the individuals
named in and who executed the above and forgoing PROTECTIVE COVENANT CONDITIONS
AND RESTRICTIONS FOR SPRING POND ACRES as Managing Developers, and
acknowledge to me the execution thereof for the uses and purposes therein set forth.

Andrea B. St. Claire
NOTARY PUBLIC in and for Alaska
My Commission Expires 04/30/23

PLEASE RETURN TO:

William and Kathryn Folsom
PO BOX 4861
Palmer Alaska
99645

