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2025-005845-0

Recording Dist: 311 - Palmer

4/9/2025 10:45 AM Pages: 1 of 11



C25-023

Accommodation Recording Only
No title insurance involved No
examination made as to effect
of this document on the title to
the estate referenced herein

******Palmer Recording District******

Plat 2025-34

****THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO
PROVIDE SPACE FOR RECORDING DATA. THIS COVER SHEET
APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE
OFFICIAL PUBLIC RECORD. ****

**MORNING LIGHT SUBDIVISION
COVENANTS, CONDITIONS & RESTRICTIONS**

DO NOT REMOVE

Return To:

Rock L.L.C

711 S Triple B Street

Wasilla, AK 99623

COVENANTS, CONDITIONS & RESTRICTIONS OF MORNING LIGHT SUBDIVISION

Plat Number 2025-34

I. PURPOSE

A. Whereas, the undersigned are the owner(s) of all properties comprising Morning Light Subdivision located in the Palmer Recording District, State of Alaska.

B. Whereas, the undersigned desires to protect the development of subject properties as a desirable, scenic and compatible residential development for the benefit of present and future property owners, to protect the property values of the lots herein, to place on the designated lots covenants regarding the use and improvement of these properties and to provide protection running with the land to all future owners.

C. Now therefore, the undersigned does hereby establish and file for record the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use of and improvements to the herein specified properties.

II. APPLICATION

A. General applicability

I. The covenants, conditions and restrictions set forth herein apply to 29 lots specific to Morning Light Subdivision.

B. Effective date

2. The covenants, conditions and restrictions set forth herein shall take effect upon recording of this document and of the plat for Morning Light Subdivision.

III. COVENANTS

A. Land Use and Building Type

I. The main dwelling shall be designed and used for single family residential purposes only. Lots 18-25 Block 2 may be used as a hangar home or shop home; all other Covenants, Conditions & Restrictions still apply as outlined herein. No dwelling shall be erected, altered, placed or permitted to remain on any lot which is for purposes other than single family residential. Duplex,



multi-family, assisted living, group homes or other commercial use is not allowed. A mother-in-law apartment over the garage is allowed so long as it does not violate any other condition of these covenants. Exterior stairs may not be visible from the main access street.

B. Dwelling Size

I. The main dwelling shall be at least 1500 square feet of total living area and shall cover at least 1400 square feet of the ground floor exclusive of open porches and garages. Each dwelling shall have at least an attached two-car garage, of a minimum 24x24 square feet. The main dwelling must be at least 75% completed including 100% of the siding (including all exterior painting), prior to construction of any structure not attached to the main dwelling. Lots 18-25 Block 2 are exempt from having a 2-car garage, but must meet minimum square footage requirements.

C. Dwelling Quality

I. Dwellings and other structures not attached to the main dwelling, built upon any lot, shall be constructed to the standards of the most current edition of the Uniform Building Code or the standards of the comparable State building codes, whichever is least restrictive. If local building codes are enacted, buildings shall meet minimum requirements established therein. Materials and workmanship shall be of good quality. Buildings shall be permanent, fixed construction. No dwelling or detached structure exterior shall remain unfinished, once begun, for a period exceeding 12 months. Non-permanent materials such as tar paper, roofing paper, Celotex or nu-wood shall not be used as exterior construction materials or siding. Any structure or building that faces a street and structures that face two streets (corner lots) must be faced with lap siding, vinyl or other quality siding material. T1-11 or siding with T1-11 appearance, will be permitted for siding only on exterior walls not exposed to a street.

2. Structures not attached to the main dwelling (detached), such as a garage or storage building will be constructed using the same codes, workmanship and materials as the main dwelling and of a similar exterior design. Detached structures shall be aesthetically similar to the main dwelling and shall be promptly finished within 12 months once begun and shall not be left in a partially finished condition. Detached structures shall be at least 200 square feet but not larger than 2,400 square feet with an eave height of not more than 16 feet. Their use will be limited to personal use by the lot owner, commercial use is not permitted. Each lot may have a maximum of two detached structures, one not larger than 400 square feet and one not larger than 2,400 square feet in size.

D. Building Location

I. No dwelling or structure shall be located on any lot nearer than 15 feet from any side or rear lot line, 25 feet from any public right-of-way and not nearer than 65 feet from the lot line of the access street. On corner lots the dwelling or structure shall not be located nearer than 25 feet from any public right-of-way and a minimum of 65 feet from the lot line of the street used for access.

2. Structures not attached to the main dwelling such as a garage shall not be located on any lot nearer than 15 feet from any side or rear lot line and 25 feet from any public right-of-way, and at least 65 feet from the lot line of its access road.



3. All detached structures will be built to the rear or side of the main dwelling, away from the main access street as to not detract from the aesthetics of the subdivision.

E. Lot Usage

1. All lots shall be used for residential purposes only and shall not interfere in any manner with the residential use of other lots in the subdivision. Gravel (soils) and/or other natural materials may not be removed or used from any lot within the subdivision, except for permitted residential development on the same lot. Resource extraction is not allowed. Natural vegetation and contours of any lot shall not be disturbed except as reasonably necessary for the aesthetic development of the property. No easements or right - of - way shall be granted through any lot which might access adjacent properties or roads into the subdivision.

2. Storage of motor homes, travel trailers, boats, snow machines and other similar recreational vehicles may be stored while not in actual usage only so long as such on-site storage is not visible from a street. Refer to paragraph "O" for additional clarification on allowable storage requirements.

F. Temporary Structures

1. No structures of a temporary nature, and specifically no trailer, tent, shack, mobile home, outhouse, lean-to, manufactured, modular, "to be moved", or Quonset type building shall be permitted.

G. Fences

1. All fences must be built in a professional manner and properly maintained. Wood fences must be built of finished material. Chain link fence shall not be permitted along the main access street. Neither barbed wire, rough cut lumber or welded wire fencing is permitted. Fences shall in no event be higher than 6 feet from ground level along the main access street and not higher than 8 feet along the side or rear lot lines. Fences shall be constructed so as to not detract from the aesthetic character of the subdivision.

H. Animals

1. No animals, livestock or poultry of any kind may kept upon the property, except each lot shall be allowed a maximum of three (3) dogs and two (2) cats or other household pets. However, dogs such as Pit Bulls, Rottweilers, Wolves and Wolf Hybrids specifically shall not be allowed. No vicious animal(s) may be kept on any lot or premises, as may be defined by any MSB ordinance. No pigs, llamas, goats, sheep or any other animals shall be kept. However, each lot owner may have up to 10 chickens; roosters are prohibited.

2. No animals of any kind may be raised, bred or kept on any lot for commercial purposes. Sled dogs or dog teams may not be kept on any lot within the subdivision.

3. All animals must be confined to the premises at all times except when under direct control of the owner. Kennels shall be located near the dwelling in a place not visible from any street.



4. No animal may be kept that violates the reasonable expectation of the other subdivision lot owners to peace, quiet and that a sanitary environment is maintained, so that no other owners of lots within the subdivision are subjected to unsightly premises, noises or odors.

5. Animal waste must be properly disposed of so as not to cause odor, contamination, unsightliness or create a nuisance.

I. Nuisances

I. No noxious, unsightly, illegal or offensive activity may be carried on upon any lot. Specifically prohibited are:

a. Parking of junk cars or partially dismantled vehicles.

b. The storage of vehicles or parts of vehicles where they may be viewed from public or private property.

c. The storage of materials, in excess of the amount needed for construction in the process of building on the premises is prohibited, including materials such as scrap metal, building supplies and wood other than for heating.

d. Uses creating noises, smells, smoke, vibrations, or excessive light off the property which interferes with the reasonable expectations of peace and quiet enjoyment of other lot owners.

J. Landscaping

1. Lot owners shall landscape any portion of the lot disturbed during the construction process within two (2) years after beginning construction.

2. To maintain the scenic and aesthetic value of the subdivision, standing trees shall not be cut on any lot nearer than 15 feet from any road or street (excluding access street) and not closer than 15 feet from any side or rear property line.

3. Clear cutting of trees is prohibited. Clearing trees will be kept at a minimum to maintain the aesthetic value of the subdivision. Dead or hazardous trees should be removed and a defensible fire space around structures should be maintained.

4. The Owner of each Lot within the Subdivision shall maintain said Lot in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

K. External Antennae or Satellite Dishes

I. Each lot owner may install a standard television antenna, "Ham Radio" type antenna or satellite dish, which shall not exceed a total height of 6 feet above the dwelling or detached structure roof line. Satellite dishes, not more than 4 feet in diameter, must be discretely located either to the side or rear of any structures to least impact the scenic and aesthetic character of the subdivision.



L. Garbage

I. No lot shall be used or maintained as a dumping ground for refuse or waste materials. Any refuse containers shall be kept out of sight from the street except for scheduled collections.

M. On-site Water and Sewer

I. No on-site water or sewer system shall be installed on any lot unless such system is designed, located and constructed in accordance with the requirements of the Alaska Department of Environmental Conservation, or other governing body as may be applicable in the future.

N. Utilities

I. All utilities, to include, electrical, telephone, cable TV and natural gas shall be installed in accordance with the requirements of the utility companies and must be placed underground to least impact the scenic and aesthetic character of the subdivision.

O. Driveways

I. Lot owner is responsible for obtaining any driveway permit that may be required by the Mat-Su Borough.

P. Re-subdivision

I. The Lots herein described may not be reduced in size, however, multiple lots may be combined to create larger lots.

Q. Vehicles, Boats, Campers, Inoperable Vehicles, Etc.

I. Inoperable vehicles shall not be allowed, except that an inoperable vehicle temporarily inoperative and held for repair by the Owner or under the Owner's direction for a period not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision. A vehicle which is otherwise operable but is not used or moved for a period of more than forty-five (45) days shall be considered an inoperable vehicle for purposes of this provision. Boats, recreational vehicles, snowmobiles, or other machinery used on a regular basis shall be kept on a pad immediately adjacent to the dwelling, garage or behind the house and must not extend beyond the front of the garage and is screened from view on all other sides by an approved opaque fence not less than six feet in height. The purpose of this provision is to keep unsightly equipment 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. No recreational vehicles or equipment not actually being used may be parked on the street. RV trailers, ATVs, boats, greenhouses, snowmobiles, raised vegetable beds, tree forts, trampolines or playground equipment shall not be kept on front lawns and shall be screened from view from any front, side, and rear street views. Intermodal shipping containers, container vans and Connexes shall not be placed or used anywhere on a Lot except during the period of construction of the primary residence.



R. Windows and Faces

I. No garments, rugs, sheets, or tinfoil shall be hung from the 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.

S. Cannabis

I. Lots in the Subdivision shall not be permitted to grow cannabis for the purpose of selling or distributing medical, commercial, or recreational marijuana.

T. Oil, Gravel and Mining Operations

I. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil, well, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. Gravel, soils, or other natural materials may not be removed from any Lot or property within the Subdivision or used, except for Committee authorized development on the same Lot. Declarant retains the right, in its sole, exclusive and unlimited discretion, to remove gravels and soils from any of the Lots or tracts that are subject to these CC & Rs so long as such removal occurs prior to the sale of that particular property.

U. Completion of Construction

I. A Lot can remain vacant for as long as the owner desires, however, once development commences, all main dwellings must be completely finished within twelve (12) months from groundbreaking. During the course of construction, the owner or builder shall protect pavements, shoulder 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 shall be occupied during the construction period.

a. Lot Owners may display one (1) sign, of not more than five (5) square feet in area, advertising a Lot for sale or rent

b. Lot Owners may display one (1) sign, of not more than five (5) square feet in area, supporting a candidate for election.

V. Proximity to Shooting Club

I. The Grouse Ridge Shotgun Shooting Club is located at 6967 E Tex-Al Drive, Wasilla, AK 99654, which is approximately one half mile away from the Property in Morning Light. Accordingly, the Property in Morning Light may be subject to increased noise from firearms. Declarant makes no representations or guarantees with respect to any adverse impacts that may be sustained in Morning Light as a result of its proximity to a shooting range.

W. Airstrip

I. The airstrip shall not be used for commercial purposes.



2. **Mandatory Membership:** An Owner's Association distinct and separate from Morning Light Subdivision owner's association is to be established for the Airstrip to provide for the operation and maintenance of the Airstrip as may be appropriate (hereafter "Airstrip Association" but said association may be named differently). Said Airstrip Association shall be responsible to establish and enforce rules, regulations, budgets, impose assessments, obtain insurance, and provide for maintenance for the Airstrip for the benefit of Owners of Lots 18-25 Block 2, and shall be in conjunction with the adjacent parcels with recorded airstrip easement rights. Every purchaser, their heirs, assigns and successors in the ownership of Lots 18-25 Block 2 in Morning Light Subdivision agree as a condition of such ownership that they will automatically become a member of the Airstrip Association, when it is created. They agree to such policies and will pay such assessments as may from time to time be levied by the Airstrip Association.

IV. GENERAL PROVISIONS

A. Term

I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded. After this time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 60% of the owners has been recorded agreeing to change said covenants in whole or part.

B. Amendment

I. This declaration may be amended in whole or part by recording of an instrument signed by not less than 60% of the owners of the lots within the original subdivision boundaries, setting forth the changes. Multiple lots that are re-platted into a larger lot will retain 1 amendment vote for each of the original lots.

C. Enforcement

I. Enforcement of these covenants may be by proceedings in law or in equity against any person(s) violating or attempting to violate any covenant to restrain or to recover damages. An action may be brought by the owner or owners of record of any lot in the subdivision.

D. Severability

I. Invalidation of any one of these covenants by court judgment shall not affect any of the other provisions, which shall remain in full force and effect.

V. POTENTIAL FORMATION OF NOT-FOR-PROFIT HOMEOWNERS

A. RETAINED RIGHT TO FORM A NOT-FOR-PROFIT CORPORATION

I. The undersigned is aware that the formation of a not-for-profit corporation, to act as a homeowners' association and consisting of the owners of the lots within Morning Light Subdivision may be desirable. The purposes of such a corporation may be to enforce these covenants and/or



manage, with assessments against lots and/or the lot owners, commonly owned property (real or personal located within said subdivision or used by the residents of said subdivision)

2. This right to form a homeowners' association, applicable to the subdivision, by incorporating a nonprofit entity, may be exercised as follows The filing of appropriate articles of incorporation may be done by the undersigned and/or its assigns and/or successors in interest at any time so long as the undersigned or its assigns and/or successors in interest, either jointly or individually, agree to so form a non-profit corporation and are the owners of fifty-one percent (51%) or more of the lots which have been improved by the completed construction of a dwelling and garage structure upon a particular lot.

B. GENERAL FEATURES OF NOT-FOR-PROFIT CORPORATION

1. The type and nature of the not-for-profit corporation authorized to be formed, above, may include the power and ability to assess lot owners for the cost associated with the operation of the non-profit corporation and/or the costs of maintaining commonly owned property (real or personal). All powers and authority allowed by Alaska law will be permitted.

2. Reservation of Creation of a Lien and Personal Obligation for Assessments. In the event that a homeowner's association is formed, then lot owners for each lot owned within the subdivision hereby covenant, and each owner of any lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the association:

(a) Annual assessments or charges, and

(b) Special assessments for capital improvements, such assessments to be established and collected and hereinafter provided.

3. Reservation of Conveyance and Subordination. The association when formed shall have the power to assess fees to the lot owners to achieve the objectives of the homeowner's association. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

C. ARCHITECTURAL CONTROL COMMITTEE

I. ARCHITECTURAL CONTROL. No building, structure, improvement, outbuilding, antenna, or fence shall be erected, placed, constructed, altered or made on a lot until construction plans and specifications and plan showing the location of the building, structure, improvement have been approved by the Architectural Control Committee ("ACC" or "Committee") as to the following: quality of materials; harmony of external design with landscape and existing buildings structures and improvements; location with respect to topography and finish grade elevation and with respect to the location on any lot of existing water systems and sewer systems; and location with respect to the likely location any lot of future water systems and sewer systems. Such approval may include relaxation of setback requirement pertaining to the location of a garage or a dwelling containing a garage or carport, but only in cases where such relief indicated by the severity of the grade between



a street and the location of such building. The Architectural Control Committee shall have the power to waive the building line requirement set forth in paragraph D 1-3 herein above in cases where the topography is such that the restrictions in paragraph D 1-3 are not practical. By necessity, the discretion of the Architectural Control Committee will be broadly construed. The number of potential proposals is too numerous to anticipate with any specifics. Therefore, the discretion granted the Committee is not to be interfered with, as the evaluation of aesthetic and residential purposes requires broad judgement. Any doubt as to the propriety of the discretion exercised by the Committee is to be resolved in favor of the Committee's decision.

2. In the event that a lot owner begins construction without first obtaining the approval of the ACC, or otherwise materially violates these rules and/or covenants, the ACC may issue a "Stop Work Violation Order" against said lot owner (s) and assess up to \$100 per day fine for such violation(s) so long as the violation(s) continue. ACC approval shall be in writing; shall not be unreasonably withheld; and all plans shall be deemed approved thirty days (30) after submission. The ACC has the authority to file a lawsuit to enjoin non-conforming construction and enforce these rules and covenants, and seek all redress offered by Alaska law. Members of Rock, LLC, as well as the companies that they own respectively, shall be exempt from the payment of the said architectural review fee, but shall otherwise follow all rules and covenants.

3. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("ACC" or "Committee") is composed of the Manager of Rock, LLC. The Manager of Rock, LLC may appoint another person or persons to act as his representative on the Committee at any time. That person(s) need not be a member of the potential association or owner of a lot in the subdivision.

4. At the time that all of the lots in the subdivision are sold, the ACC's duties and authority shall be turned over to the homeowners. A Committee of three (3) homeowners shall be established either as a part of the homeowners' association, if one has been formed, or independently if no association exists. The manager of Rock, LLC reserves the right to appoint such lot owner(s) as the ACC, and thereafter the members of the ACC shall be elected annually by a vote of the lot owners. A majority of the Committee may designate a representative to act for it, in which event the representative shall have all of the authority of the Committee, the remaining members shall designate a successor. Neither Rock, LLC nor members of the ACC shall incur any liability whatsoever in connection with the performance or non-performance of such services. At any time, the then record owners, including the Declarant, of a majority of the lots of the subdivision shall have the power to change the membership of the committee, or to deprive the committee of, or restore to it any of its authority.





Rock LLC by Scott Johannes

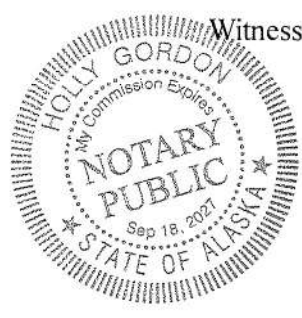
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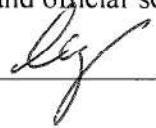
SS.

THIRD JUDICIAL DISTRICT

This is to certify that on the 8th day of April, 2025, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn, as such, personally appeared Scott Johannes, who is known to me to be the person who executed the above and foregoing instrument.

Witness my hand and official seal. My commission expires:





Official Seal

