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2023-002542-0

Recording Dist: 311 - Palmer

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CO23-0107

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREEN ACRES

PART A. PREAMBLE

KNOW ALL PERSONS BY THESE PRESENTS,

THAT WHEREAS, the undersigned is the sole owner of properties comprising GREEN ACRES.

WHEREAS, the undersigned desires to protect the subject property as desirable residential property for the benefit of present and future property owners and to place on the property within GREEN ACRES, certain protective covenants regarding the use and improvements of parcels at the property to provide protection running with the land to all future owners.

NOW, THEREFORE, the undersigned do hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions, and provisions regarding the use and/or improvements of all the property located in:

GREEN ACRES, according to Plat No. 2023-4 Recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

PART B AREA OF APPLICATION

B-1. FULLY PROTECTED AREA. The Covenants in Part C in their entirety shall apply to all parcels in GREEN ACRES, as specifically identified below. Parcel shall mean and refer to any of the numbered lots of land shown upon the recorded plat of GREEN ACRES.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS.

(a) Nothing contained in this document shall prevent the undersigned or their designees from maintaining sales offices on parcels located in GREEN ACRES, for the purposes of conducting sales or resales or lots and/or residential units. The undersigned or their designees shall have an unqualified right to maintain such offices until such time all parcels are sold.

B-3 WATER SUPPLY. Each resident shall connect to the city water and shall not have its own water supply system.

B-4. SANITARY WASTE DISPOSAL. Each resident shall connect to the city sewer and no sanitary waste disposal systems shall be permitted on any lot.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. SINGLE FAMILY RESIDENTIAL PURPOSES. No parcel shall be used except for single family residential purposes. Temporary or surplus buildings may not be placed on any parcel for any purpose. Single family residential parcels shall not be used for commercial purposes, except for a bed and breakfast with no more than three (3) rentable rooms (subject to city of Palmer code), and except for a non-traffic generating home business. Mother-in-law apartments may be included so long as they do not violate any other condition of these covenants. Equipment storage and/or operations creating noise, dust, glare, fumes, odor, drainage, runoff, contamination, pollution, nuisance, or health hazard in violation of governmental regulations or that is objectionable to reasonable normal senses off the property shall not be permitted. Gravel, soil, or other natural materials may not be extracted and removed from any parcel other than that which is done by the developer..

C-2 MOBILE HOMES. No mobile homes, or recreational vehicles/travel trailers shall be utilized for residential purposes.

C-3 DWELLING QUALITY AND SIZE. The minimum gross area of a dwelling, exclusive of open porches and garage, shall be as follows:

- (a) Single level, one-story building; 800 square feet.
- (b) Two-story or multi-level building; 1,000 square feet.
- (c) Construction quality of all dwellings shall be at least equal to the present FHA minimum building standards. No building shall exceed forty two (42) feet in height from ground level on the front of the building.
- (d) Exterior house colors shall be earth tones, not vibrant colors.

C-4 MARIJUANA CULTIVATION OR RETAIL. No marijuana cultivations, or retail shops, warehouses, test labs, or stores are allowed on any lot within this subdivision.

C-5. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within nine (9) months from the groundbreaking and be fully completed within eighteen (18) months therefrom. All siding shall be of finished quality and shall be painted or stained wood, prefinished-metal, or vinyl. All outbuildings must be completed in six (6) months from the start of construction.



C-6. BUILDING LOCATION. No building shall be located on any lot nearer than allowed by the City of Palmer Zoning requirements for R-1 Zoned land.

C-7. FENCES. No fence of any kind may be installed that is in violation of any State or City or Borough Statutes, or Ordinance. Any fence constructed that is in violation of any Statutes or Ordinances, or encroaches onto adjoining property shall be removed by the fence owner or at the fence owner's expense. In the event, action is instituted to enforce the removal of the fence, the prevailing party shall be entitled to or recover all expenses reasonably incurred at, before, and after trial, appeal, or review, including reasonable attorney fees, and other expenses.

C-8. SIGNS. No sign of any kind shall be displayed to the public view on any parcel, except sign displaying property address and occupant, one professional sign of not more than five (5) square feet, advertising the property for sale or rent, signs used by the builder to advertise the property during the construction and sales period, or political signs displayed during a reasonable campaign season timeframe.

C-9. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, including but not limited to, barking or howling dogs.

C-10. ANIMALS, LIVESTOCK, AND POULTRY. 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. This does not include a breeding pair of dogs or other domestic pets, however litters must be sold or disposed of within a reasonable period. Sled dogs shall not be kept on any parcel. No wild animals or hybrid of any kind shall be raised, bred, or kept on any parcel. Such pets to be properly kept and restrained so as to prevent their becoming a hazard or a nuisance. All domestic pets (dogs, cats, etc) will not be allowed to roam freely onto others' property. No vicious or nuisance dogs, as defined in the Matanuska-Susitna Borough ordinances shall be allowed. No more than two (2) dogs and two (2) cats or other traditional household pets may be kept on any parcel. Pigs, horses, cows, goats, sheep, llamas, Alpaca, etc. are prohibited. It is the homeowners responsibility to insure all animals are healthy, and are properly fed, groomed, and housed out of the elements, particularly during extreme periods of harsh or cold weather. All animals will be treated and maintained in a humane manner. Dog runs may not be constructed closer than ten (10) feet to any side property line no closer than twenty (20) feet to any rear property line. No dog runs may be constructed in front yards.

C-11. GARBAGE DISPOSAL. No parcel shall be used or maintained as a dumping ground for refuse or waste materials. Trash, garbage, or other waste shall be kept in a sanitary condition at all times. No burning of garbage, refuse, or other household waste shall be permitted except in accordance with the appropriate health and safety laws, regulations, or



ordinances of the political subdivision in which the parcel is located, and so that it does not cause a hazard or nuisance to adjoining properties.

C-12. **INOPERABLE VEHICLES.** Outside storage of inoperable vehicles, vehicle bodies, or inoperable equipment is not permitted. Temporarily inoperable vehicles or equipment held for repair for a period not to exceed forty-five (45) days shall not be considered as inoperable for this provision. No inoperable vehicles shall be parked or maintained upon any lot or within any street, alley or easement adjacent to any lot in GREEN ACRES.

C-13. **EXTERNAL ANTENNAE RESTRICTIONS.** No antenna, dish, or other type of electronic device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be located on any parcel, except a dwelling may have installed on the exterior an antenna or dish which shall not exceed a height of ten (10) feet above the dwelling roof line, or such device exclusively for use within the dwelling.

C-14. **DRIVEWAYS.** At the time of construction, each owner shall obtain a driveway permit from the Matanuska-Susitna Borough of the State of Alaska and install a culvert, if required.

C-15. **LANDSCAPING.** The landscaped portions of each lot, such as lawns, must be mowed and/or maintained on a regular basis, so as to provide a neat and attractive appearance. Ditch lines and grades are to be maintained. There is to be no filling of ditches and ditch lines with soils, trees, stumps, or gravel and existing ditch lines must be maintained.

C-16. **OFF-STREET PARKING REQUIRED.** At the time a permanent dwelling is built, adequate off-street parking for at least two automobiles shall be provided for each lot. No automobile whether inoperative or not may be parked on the street unless it is there on a temporary basis between regular usage. Regular usage shall mean at least once every forty-eight (48) hours. No vehicles shall be permanently or regularly parked on the street or in a street right of way, except for parking on the dwellings driveway. Permanent parking of recreational vehicles, trailers or boats shall be allowed so long as they are parked alongside the dwelling unit or rear yard.

C-17. **ENFORCEMENT.** Enforcement of the Covenants, Conditions, and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions, either to restrain a violation thereof or to recover damages for a violation thereof. Suit to enforce these provisions may be brought by any parcel owner covered by this Declaration.

C-18. **SEVERABILITY.** Invalidation of any of these covenants or restrictions by judgment of a court of competent jurisdiction or a court order shall in no way affect any other provisions, which shall remain in full force and effect.



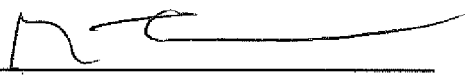
C-19. TERM AND AMENDMENT. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the land and all persons and parties claiming under them for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then recorded owners of parcels is recorded, declaring the subject Covenants, Conditions and Restrictions to be terminated or amended, in whole or in part. This Declaration may be amended as follows:

(a) at any time and through January 31, 2028 the Declarant by a written instrument recorded in the Palmer Recording District, Third Judicial District, State of Alaska, may make such further exceptions, amendments and additions to these covenants, conditions, and restrictions as it may reasonably deem necessary and proper.

(b) at any time after January 31, 2028 or upon sale by Declarant of sixty-six percent (66%), of the lots, whichever occurs first, by a written instrument recorded in the Palmer Recording District, Third Judicial District, State of Alaska, demonstrating an affirmative vote of the parcel owners representing two-thirds (2/3) of the parcels in this subdivision making such further exceptions, amendments and additions to these covenants, conditions, and restrictions as deemed appropriate.

IN WITNESS WHEREOF, the undersigned being the declarant herein, has executed this declaration this 10th day of FEBRUARY, 2023.

WM Construction, LLC

By: 

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)



THIS IS TO CERTIFY that on the 10th day of FEB 2023 before me, the undersigned, a notary public in and for the State of Alaska, personally appeared Mike Thompson, Sole Member of WM Construction, LLC, an Alaska limited liability company, to me known and know to be the Declarant of the real property known as GREEN ACRES, and did acknowledge to me that he executed the foregoing Declaration for the uses and purposes therein stated.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal on the day and year last written above.

STATE OF ALASKA
NOTARY PUBLIC
Heather Billsborough
My Commission Ends December 8, 2026



Heather Billsborough
Notary Public in and for Alaska

My Commission expires 12/8/26

Record in the Palmer Recording District

And return to:

WM Construction, LLC
PO Box 4042
Palmer, AK 99645

