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**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RAMBLING HEIGHTS**

**PART A. PREAMBLE**

**KNOW ALL MEN BY THESE PRESENTS,**

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

Lots 4 and 5, Block 1; Tract A-1, Block 1; Lot 8B, Block 2 and Tract C-1, Block 2, RAMBLING HEIGHTS, according to Plat No. 2019-47, Recorded in the Palmer Recording District, Third Judicial District, State of Alaska

Hereinafter referred to as "Covered Property" and

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

**WHEREAS,** the undersigned desires to place on and against Covered Property certain protective covenants regarding the improvements and/or use of said 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 Covered Property as follows.

**PART B. AREA OF APPLICATION.**

**B-1. FULLY PROTECTED AREA.** These covenants shall apply to the Covered property described above. "Lot" shall mean and refer to any of the numbered plots or tracts of land shown upon any recorded plat of RAMBLING HEIGHTS included as Covered Property. These protective covenants shall not apply to Lots 1 and 2 Block 1 Phase 1 and Lots 8A and 8B Block 2 Phase 1.

**B-2. WATER SUPPLY.** Each improved 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 a system as installed shall be the responsibility of the individual owner.

**B-3. SANITARY WASTE DISPOSAL.** Each improved Lot shall have its own sanitary waste disposal system. No individual 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, 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.

**PART C. PROPERTY RESTRICTIONS.**

**C-1. SINGLE FAMILY RESIDENCES.** Lots may be used for single family residential purposes only. Temporary buildings may not be placed on any Lot for any purpose. No group homes, commercial activities nor natural resource extraction shall be allowed on any Lot.

**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. DWELLING COSTS, QUALITY AND SIZE.**

a) Building Size. The minimum finished gross area of the dwelling in square feet, exclusive of open porches and garages shall be as follows:

- 1) If the dwelling is a single level, one-story building: 1400 square feet;
- 2) If the dwelling is a two-story building: 1400 square feet, of which at least 700 square feet must be on the ground floor; and,
- 3) If the dwelling is a split entry or tri-level building: 1400 square feet of which at least 700 square feet must be on the ground floor.

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

c) Building Height. No building shall exceed 42 feet in height from ground level on the front of the building.



d) 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. Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair. All siding shall be of finish quality and shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, cement fiber, (Hardiplank or similar) metal, (other than metal roofing products) stucco or any equal finish. No visible T1-11 from any roads.

e) Architectural Control Committee Architectural Control Committee (ACC) is appointed by the Developer as James Guy and will operate under the following terms and conditions set forth below. Plans and Exterior Colors and Materials must be turned into the ACC prior to breaking ground. Approval or denial will be determined within 72 hours of application.

Any plans approved by the Architectural Control Committee must also comply with these covenants in all respects. The ACC may refuse to grant approval, and make such exceptions to the choices it deems appropriate without adversely affecting the overall appearance of the neighborhood.

No alterations to the exterior of any living unit, including color alteration, may be made unless written application is submitted to and approved by written endorsement of the Architectural Control Committee. Exterior colors must be approved by the ACC prior to application of the paint.

The ACC will exist for a 7 year period starting from the date of the recording of these Covenants. After this period the requirement for ACC approval will expire. These Covenants will remain in-tact.

**C-5. 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 structures appearance. All out buildings must be completed within three (3) months from start of construction.

**C-6. BUILDING LOCATION.** Any building or portion of same located on any Lot shall meet the minimum setback requirements of the Matanuska-Susitna Borough Code.



**C-7. FENCES.** No fence of any kind may be installed unless built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted or stained, or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire or fencing nor welded wire fencing is permitted.

**C-8. 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 records 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 retard the flow of water through the drainage channels in the easements. The easement area of each Lot and all 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.

Trails, driveways, easements and similar ingress or egress methods to or from the Covered Property to adjacent or nearby property outside RAMBLING HEIGHT are strictly prohibited. No easements for ingress or egress across any Lot shall be permitted to be executed or recorded allowing access to or from property adjacent to the Covered Property. Any such document shall be void and of no force and effect. The purpose of this paragraph is to prohibit access to the RAMBLING HEIGHTS road system from property outside of the subdivision.

**C-9. 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 signs used by the builder to advertise property during the construction and sales period.

**C-10. NUISANCES.** No noxious, unsightly, illegal, or offensive activity shall be carried on 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. No trade or business of any offensive nature shall be permitted.

**C-11. OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying, gravel extracting, 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.

**C-12. ANIMALS.** 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, poultry, roosters, or livestock of any kind, shall be raised, bred or kept on any Lot for any purpose, including, but not limited to, use for sporting purposes such as dogsled competition. Each living unit shall be allowed a maximum of two dogs, two cats, and 10 chickens. However, any vicious dog shall not be allowed at all in the subdivision. All animals shall be kept in runs or in a fenced yard. Under not circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

**C-13. 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 the 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. Trash, garbage, or other waste shall not be kept except in a sanitary condition.

**C-14. INOPERABLE VEHICLES.** No inoperable vehicle or vehicle body shall be permitted upon any Lot or within any street or easement adjacent to any Lot in the subdivision. A vehicle which is otherwise operable but is 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.

**C-15. 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.

**C-16. MAIL AND NEWSPAPER DEPOSITORIES.** Subject to the requirements for mail depositories installed by the U.S. Post Office, the design, material and finish of ay mail or newspaper depository to be erected upon a Lot governed by these protective covenants, conditions and restrictions shall be of the type approved by the Post Office of provided by the newspaper.

**C-17. LANDSCAPING.** Each Lot owner shall landscape any portion of the Lot disturbed during the construction process within twenty-four (24) months after the completion of construction. Lots that are not wooded shall be maintained so as not to become overgrown with weeds, brush



or trees, other than trees utilized for landscaping purposes. Right of ways and utility easements shall be kept clear of trees, shrubs, and any rocks including landscape rocks.

**C-18. EXTERNAL RESTRICTIONS.** No television antenna, disk or other type of television or radio antenna or electronic 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 subject to these protective covenants, conditions and restrictions; EXCEPT, HOWEVER, each Lot owner may install on the exterior of the 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.

No windmills or similar wind power generation equipment of any kind are permitted on any Lot.

**C-19. DRIVEWAYS.** Each Lot owner shall, at the time of driveway construction, obtain a driveway permit from the Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations. Access to and from the Lot is restricted to the Permitted driveway. Motorized access to and from the Lot shall not be permitted from any adjoining property outside of the RAMBLING HEIGHTS.

As set forth in C-8 above, trails, driveways, easements and similar ingress or egress methods to or from the Covered Property to adjacent or nearby property outside RAMBLING HEIGHTS are strictly prohibited. No easements for ingress or egress across any Lot shall be permitted to be executed or recorded allowing access to or from property adjacent to the Covered Property. Any such document shall be void and of no force and effect. The purpose of this paragraph is to prohibit access to the RAMBLING HEIGHTS road system from property outside of the subdivision.

#### **PART D. MISCELLANEOUS PROVISIONS.**

**D-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 the Lots in accordance with paragraph D-4 has been recorded agreeing to amend said covenants in whole or part.

**D-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 homeowner or bby any individual Lot owner aggrieved by a violation of these provisions.



**D-3. SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**D-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, and affirmative vote of 2/3 of the Lot owners of the Covered Property may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.

DATED this 13 day of June, 2019.

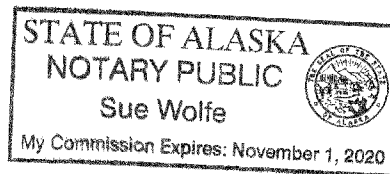
By [Signature]  
JAMES L, GUY, Member

By [Signature]  
KRISTIAN KAY GUY, Member

STATE OF ALASKA        )  
  ) ss.  
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on June 13, 2019, 2019, by JAMES L. GUY and KRISTIAN KAY GUY, Members of JKG LLC, an Alaska limited liability company, on behalf of the company.

[Signature]  
Notary Public in and for Alaska  
My Commission Expires: 11-1-2020



Record in Palmer Recording District.  
Return to:  
JKG LLC  
4047 W. Museum Drive  
Wasilla, Alaska 99623

