

**PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
PRIMROSE POINTE SUBDIVISION, PHASE II
BLOCK 1, LOTS 41 - 58**

Part A: PREAMBLE

WHEREAS, the undersigned are the sole owners of the properties comprising Primrose Pointe Subdivision, Phase II, Block 1, Lots 41 through 58 inclusive and;

WHEREAS, the undersigned desire to assure continued development for the benefit of future property owners and to protect property values by placing protective covenants regarding improvements and use of properties therein.

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

**Primrose Pointe Subdivision Phase II, Block 1, Lots 41 through
58 inclusive, according to Plat No. 2015-_____ recorded in
the Palmer Recording District, Third Judicial District, State of
Alaska.**

Part B: AUTHORITY

1. FULLY PROTECTED AREA. These covenants apply to Lots 41 - 58, inclusive, Block 1, Primrose Pointe Subdivision Phase II.
2. SANITARY WASTE DISPOSAL. No individual sanitary waste disposal system shall be permitted on any property 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 any other applicable state or local authority. Such approval is required and shall be the responsibility of the individual owner.
3. PRIVATE WATER WELLS. No individual water well for domestic consumption shall be permitted on any property that is served by public water from the City of Wasilla.

Part C: COVENANTS AND RESTRICTIONS

1. RESIDENTIAL PURPOSES. Buildings shall be designed and used for detached single-family use only, with the exception of Block 1, Lots 41, 57 and 58 which may have a single duplex residential structure as approved by the architectural review committee. No other multiple family or multiple-unit structures, such as apartment buildings are permitted in Phase II. An automobile vehicle garage is required to be included in all residential building plans to be constructed (see C.3. below). No commercial activity, including retail, wholesale, manufacturing, or repair businesses of any kind shall be permitted on, around or in any residential structure constructed unless prior approval by the declarant is provided in writing. Provided however, a home office with minimal public traffic is acceptable. No building shall be erected, placed, altered or permitted to remain on any property other than one residential building, a private garage, and one accessory building. Temporary buildings may not be placed on any property for any purpose. A mother-in law apartment or guesthouse may be included as part of a single-family residence or accessory building, so long as it does not violate any other conditions of these covenants. An accessory building must be less than one-thousand (1,000) square feet utilizing an approved foundation, exterior finish coordinated with main residence and connected to the main residential utilities.
2. MOBILE HOMES. No mobile homes or travel trailers shall be utilized for residential purposes. No mobile homes, modular homes, homes pre-fabricated off-

site, or travel trailers shall be utilized for residential purpose within the subdivision. Travel trailers, motor homes, boats, snow machines and other similar recreational vehicles may, however, be stored while not in actual recreational usage as part of the accessory use of the structure.

3. DWELLING QUALITY, SIZE, AND APPROVAL. No single family dwelling shall be permitted on any lot which has an appraised value of less than \$200,000, excluding land and outbuildings, based upon 2015 costs, (**Note that this amount is exclusive of the lot**). The minimum cost figure is based upon cost levels obtained on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. Each dwelling shall have at least a two-car garage with a full width driveway that is paved. No building shall exceed thirty (30) feet in height measured from the adjacent ground level, unless receiving prior approval from the Architectural Review Committee (ARC).
 - A) The minimum gross area of each dwelling unit in square feet, exclusive of open porches and garages, shall be as follows:
 - a. if the dwelling is a single level one-story building; 1300 square feet is required, all of which must be completely finished;
 - b. if the dwelling is a full two-story building; 1800 square feet must be completely finished, of which 1000 square feet must be on the ground floor;
 - c. if the dwelling is a split entry or tri-level building, 1700 square feet is required, all of which must be completely finished.
 - d. any duplexes shall have a minimum square footage of 1500 square feet for each unit for a combined minimum square footage of 3000 square feet.
 - B) Residential dwellings will be constructed with multiple rooflines.
 - C) Painting material applied to outside all of buildings will be neutral, muted or earth tones only.

- D) Construction of all residential buildings shall meet FHA minimum building standards. Each dwelling shall have a driveway from the garage entrance to the street that is paved with concrete or asphalt.
 - E) No T-1-11 siding is permitted on the front of any buildings or on any side of the building, which faces a public right of way. The front of the dwelling, that which faces the street, must have lap siding or equal as approved by the ARC and meets other criteria in 22.C.4. below.
 - F) Plans for proposed construction must be approved by the ARC prior to construction. The committee consists of the undersigned. The ARC shall at all times be subject to the conditions and restrictions of this document.
 - G) No building construction may be started without an approved building permit from the City of Wasilla or Matanuska Susitna Borough, whichever is appropriate. Such permit shall be submitted as part of the plan review packet for the ARC.
4. CONSTRUCTION COMPLETION REQUIREMENT. All dwellings must have a finished exterior within twelve months from the ground breaking and the dwelling must be fully complete within eighteen months there from. All siding shall be of finished quality and shall be painted or stained wood, prepare-finished metal or vinyl, rock, brick, or other finished masonry. (See E above) No metal roofing products may be used for siding. All outbuildings must be completed on the exterior in three months from the start of construction. Extension of these time limits may be made in writing by the ARC.
5. BUILDING LOCATION. No portion of any building shall be located nearer than twenty-five (25) feet from any right of way. No building shall be located nearer than twenty-five (25) feet from the front and rear property lines. No building shall be located closer than fifteen (15) feet from side property lines with the exception of those lots with frontage along a cul-de-sac curve whose side yard setbacks shall be reduced to ten (10) feet. Notwithstanding the above, no setbacks will be less than those required by local or state government.
6. FENCES. No fence may be installed in violation of any law presently enacted or hereafter enacted. Additionally, no fence may be installed unless it meets the following criteria:

- A) All fences must be built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted, stained or cedar split rail.
 - B) Electric fencing must be installed on the interior of a wood, wire, or chain link fence, and, if reachable from adjoining property or streets, must be clearly labeled with warning signs.
 - C) Barbed wire or welded wire fencing is not permitted.
 - D) Chain link fencing is not allowed except in areas not viewable from the right of ways.
 - E) All fencing forward of the main building structure shall not have a height greater than four (4) feet.
 - F) No fencing can impact vehicle visibility for access onto or from driveways and/or streets.
7. 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. No structure, planting or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or the flow of drainage channels in easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement areas shall be maintained by the property owner, except for those improvements for which a public authority or utility company is responsible.
8. SIGNS. No sign of any kind shall be displayed for public view on any property except one sign of professional quality not more than one square foot, one sign which is not more than six (6) square feet shall be permitted for advertising the property for sale or rent, or signs used by the builder to advertise property during construction and sales period. Signs used by the builder or the undersigned to advertise property during construction and the sales period shall also be permitted. Political campaign yard signs are permitted to a maximum size of nine (9) square feet.

9. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be conducted on any property, nor shall anything be done thereon which may or may become an annoyance or nuisance, including, but not limited to, barking dogs. No trade or business of any offensive nature shall be permitted upon any property. Yards may not be used for storage of business inventory.
10. OIL, GAS AND MINING OPERATIONS. No drilling, oil or gas development operations, oil refining, quarrying, gravel extracting, or mining operations of any kind shall be permitted nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
11. LIVESTOCK. No animals, poultry, or livestock of any kind shall be raised, bred or kept on any properties for any commercial purpose, including, but not limited to, the use for sporting purposes such as dog sled competition. This restriction does not include a breeding pair of dogs or other household pets however litters must be sold or disposed of within a reasonable amount of time. Animal waste must be property disposed of so as not to cause odor, contamination, or unsightliness.
12. GARBAGE DISPOSAL. No cans, barrels, boxes, or other refuse containers, shall be placed in or adjacent to a right of way, with the exception that patrons of a garbage pick-up service may place such containers on the day designated for the pick-up of garbage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in a sanitary condition.
13. 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 governed by these protective covenants, conditions and restrictions shall be of the type approved by the Post Office or provided by the newspaper.
14. INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted within any lot or within sight of any right of way or easement adjacent to any lot in the subdivision. A vehicle temporarily inoperative and held for repair by the owner 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 that is otherwise operable but is not used or moved for more than a period of forty-five days shall be considered an inoperable vehicle for purposes of this provision. No

property shall be used to store inoperable vehicles or vehicle parts for commercial type purposes.

15. **PARKING AND VEHICULAR RESTRICTIONS.** No vehicle, trailer, boat, snowmobile, operable or inoperable, may be left on any street or easement adjacent to a lot for more than forty-eight (48) hours.
16. **LANDSCAPING.** **Each lot owner shall landscape all portions of the lot disturbed during the construction processes** within ten (10) months after the start 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. The landscaping portion of each property must be mowed and maintained on a regular basis, to provide a neat and attractive appearance. Landscaping shall at a minimum consist of four-inches (4") of topsoil with sufficient application of lawn seeding to provide adequate germination to achieve 90% coverage of the grass.
17. **EXTERNAL ANTENNA RESTRICTITONS.** 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 located on any residential lot or upon any part of any structure 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 on the lot one (1) standard television satellite receiver. Any disk, television or radio antenna or electronic device must be screened from the right of way.
18. **DRIVEWAYS.** A driveway permit from the appropriate government authority must be obtained before the driveway construction. Driveway, culvert and/or curb cut installation must comply with applicable law. Each driveway shall be finished with either concrete or asphalt.
19. **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 years from the date these covenants are recorded, after which the covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the properties has been recorded, which agrees to change said covenants in whole or part. The owners of a majority of the properties in the subdivision can make additions, deletions or amendments to these covenants. Each property owned entitles the property owner to a separate

vote for purposes of computing the number of owners, which constitute a majority.

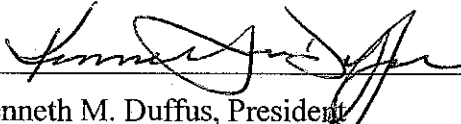
20. ENFORCEMENT. Enforcement of these covenants, conditions, and restrictions shall be by proceedings of law or in equity against any person or persons violating or attempting to violate such provisions, either to restrain a violation thereof or to recover damages for a violation thereof. Suit to enforce these provisions may be brought by any individual property owner(s) or individuals aggrieved by a violation of these provisions.
21. RESUBDIVISION. No platted lots shall be made smaller. The owners of three contiguous properties may re-plat such property, by dividing the inner or middle property, thus increasing the size of the two remaining properties, which shall then be treated for all purposes pertinent to the covenants as two enlarged single properties.
22. ARCHITECTURAL REVIEW COMMITTEE.
 - A. Membership. To assure the aesthetic design of buildings in the subdivision, an architectural review committee (ARC) is hereby formed to review and approve architectural and building plans. The ARC shall consist of the person(s) signing below or designees.
 - B. General Powers. No construction shall begin nor buildings or structures built, used or placed in the subdivision unless first approved by the ARC. The plans submitted shall include; a) a plot plan prepared by an Alaska registered surveyor showing the existing and proposed topography, site improvements, including septic facilities, landscaping and property lines, b) building or structure plans including exterior elevations, c) a schedule showing the type, color, and texture of all materials visible from the property line and adjoining residences, d) building and driveway permits, or applications for same, from applicable local government agencies. **A review fee of One Hundred dollars (\$100.00) shall accompany the submittal packet.**
 - C. Plans. The ARC shall be entitled to retain plans submitted to the committee. The committee shall approve or disapprove any plans within 30 days of submission of complete building plans to each member. The plans shall be reviewed for compliance with these covenants and with regard to 1) quality of materials and workmanship, 2) harmony of external design with existing

structures, 3) location with respect to topography and 4) to assure that the building will be compatible with the scenic character of the subdivision. Design, color and materials should enhance the scenic setting of the subdivision and should not unduly or unnecessarily affect the view of other properties in the subdivision. No particular architectural style is required. The decision of the committee is final. The review committee is empowered to waive specific requirements if, in its opinion, such waiver does not compromise the general quality of the subdivision. Any disapproval of a plan shall be in writing. Any property owner may submit modified or additional plans for approval.

23. SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.
24. AMMENDMENT. In addition to the above, at paragraph 19, this declaration may be amended as follows:
- A) At any time until and through 1 January, 2017, the Declarant, by a written instrument recorded in the Palmer Recording District, may make such further exceptions, amendments and additions to these covenants, conditions and restrictions as it may reasonably deem necessary and proper, at its sole discretion.

Declarant

IN WITNESS WHEREOF, the undersigned hereby certifies ownership of Primrose Pointe Subdivision and the applicability of these covenants thereto.

By:  _____
Kenneth M. Duffus, President

Date: 2/17/15

Shadowood LLC

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FIRST AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRIMROSE POINTE SUBDIVISION, PHASE II BLOCK 1, LOTS 41 - 58

WHEREAS, by instrument recorded under Document No. 2015-015759-0 of the Official Public Records of the Palmer Recording District, Third Judicial District, State of Alaska, SHADOWOOD LLC, acting as Declarant therein (and hereinafter "Declarant") imposed certain Covenants, Conditions and Restrictions (hereinafter, the "Restrictions") on the following described property:

Primrose Pointe Subdivision Phase II, Block 1, Lots 41 through 58 inclusive, according to Plat No. 2015-98 recorded in the Palmer Recording District, Third Judicial District, State of Alaska; AND

WHEREAS, pursuant to Sections C.19. of said Restrictions, amendment of same may be accomplished by the owners of a majority of properties in the subdivision; AND

WHEREAS, C.24.A of said Restrictions provides amendment of same may be accomplished by Declarant as it reasonably deems necessary and proper, at its sole discretion, until and through 1 January, 2017; AND

WHEREAS, Declarant is currently the majority owner in the subdivision, pursuant to Section C.19.; and such date set in Section C.24.A has yet to pass; AND

WHEREAS, Declarant hereby deems it necessary and proper to amend such Restrictions, Section C.1 shall be deleted and replaced in its entirety to read as follows:

Part C: COVENANTS AND RESTRICTIONS

1. **RESIDENTIAL PURPOSES.** Buildings shall be designed and used for detached single-family use and/or a single duplex residential structure as approved by the architectural review committee. No other multiple family or multiple-unit structures, such as apartment buildings are permitted in Phase II. An automobile vehicle garage is required to be included in all residential building plans to be constructed (see C.3. below). No commercial activity, including retail, wholesale, manufacturing, or repair businesses of any kind shall be permitted on, around or in any residential structure constructed unless prior approval by the declarant is provided in writing. Provided however, a home office with minimal public traffic is acceptable. No building shall be erected, placed, altered or permitted to remain on any property other than one residential building, a private garage, and one accessory building. Temporary buildings may not be placed on any property for

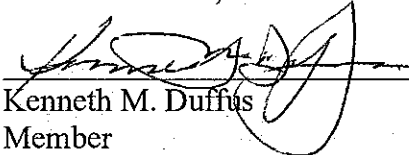
any purpose. A mother-in-law apartment or guesthouse may be included as part of a single-family residence or accessory building, so long as it does not violate any other conditions of these covenants. An accessory building must be less than one-thousand (1,000) square feet utilizing an approved foundation, exterior finish coordinated with main residence and connected to the main residential utilities.

WHEREAS, Declarant hereby deems it necessary and proper to further amend such Restrictions, Section C.3.A.d. shall be deleted and replaced in its entirety to read as follows:

d. any duplexes shall have a minimum combined squared footage of 2800 square feet.

DECLARANT:
SHADOWOOD, LLC

Dated: May 2, 2016


By: 
Kenneth M. Duffus
It: Member

STATE OF ALASKA)
))
THIRD JUDICIAL DISTRICT)

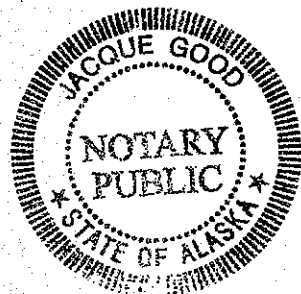
ss:

The foregoing instrument was acknowledged before me this 2 day of May, 2016 by Kenneth M. Duffus, the sole Member of Shadowood, LLC, an Alaska limited liability company, on behalf of the limited liability company.

[seal]


NOTARY PUBLIC in and for Alaska
My commission expires 4/20/20

AFTER RECORDING RETURN TO:
Shadowood, LLC
20441 Ptarmigan Boulevard
Eagle River, Alaska 99577
Attn: Kenneth M. Duffus



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