



2003-024464-0

Recording Dist: 311 - Palmer
8/25/2003 2:34 PM Pages. 1 of 9

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PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CHURCH RIDGE ESTATES
ADDITION #1

Part A.

WHEREAS, the undersigned are the sole owners of properties comprising Church Ridge Estates Addition #1 subdivision, 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 the 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.

Church Ridge Estates Addition #1, according to Plat No. 2003-105 recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

Part B:

1 FULLY PROTECTED AREA. These covenants apply to all land shown on the recorded plat of Church Ridge Estates Addition #1. Provided however, these covenants do not prevent the undersigned or their designers from maintaining sales offices for the purpose of conducting sales or re-sales of property in the subdivision at any time

2. WATER SUPPLY. Property owners shall have their own water supply system located on the property to be served thereby. Procurement of water is the sole responsibility of the property owner. All water systems, wells, and storage tanks must be constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of

Environmental Conservation. Such approval of any system is required and shall be the responsibility of the individual owner.

3. 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.

Part C:

1. SINGLE FAMILY RESIDENTIAL PURPOSES. All properties shall be used for single family residential purposes. No building shall be erected, placed, altered or permitted to remain on any property other than one single family dwelling, a private garage, and one utility shed. Temporary buildings may not be placed on any property for any purpose. Provided however, a bed and breakfast with no more than three rentable rooms is acceptable, and a home office with minimal public traffic is acceptable. A mother-in-law apartment or guest house may be included as part of a single-family residence or separate building, so long as it does not violate any other conditions of these covenants. Such apartment may be rented at the discretion of the owner. A guesthouse must be at least 850 square feet utilizing an approved foundation and siding.

2. MOBILE HOMES. No mobile homes or travel trailers shall be utilized for residential purposes.

3. DWELLING QUALITY, SIZE, AND APPROVAL. The minimum gross area of the dwelling in square feet, exclusive of open porches and garages, shall be as follows:

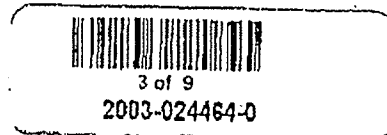
- (a) if the dwelling is a single level, one-story building, 1200 square feet, is required, all of which must be completely finished;
- (b) if the dwelling is a full two-story building, 1350 square feet must be completely finished, of which 700 square feet must be on the ground floor.



- (c) if the dwelling is a split entry or tri-level building, 1300 square feet is required, all of which must be completely finished.
- (d) residential dwellings will be constructed with multiple rooflines
- (e) painting material applied to outside of all buildings will be neutral or earth tones only.
- (f) Construction of all houses shall meet FHA minimum building standards. Each dwelling shall have a driveway from the garage entrance to the street that is paved.
- (g) No T-111 siding is permitted on the front of any building or on the side of any building which faces a public right of way.
- (h) Plans for proposed construction must be approved by an Architectural Control Committee prior to construction. The committee consists of the undersigned until all properties are sold. The undersigned will then delegate architectural review authority to the Homeowners' Association.

4. CONSTRUCTION COMPLETION REQUIREMENT. All dwellings must have a finished exterior within twelve months from the ground breaking and the dwellings must be fully complete within eighteen months therefrom. 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. No metal roofing products may be used for siding. All outbuildings must be completed in three months from the start of construction. Extension of these time limits may be made in writing by the Homeowners' Association.

5. BUILDING LOCATION. No portion of any building shall be located nearer than thirty-five feet from any right of way. No building shall be located nearer than twenty-five feet from any property line. 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:

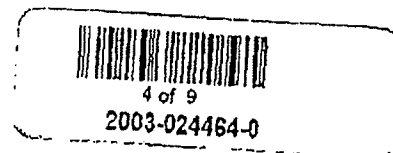
- (a) all fences must be built in a professional manner and properly maintained
- (b) electric fencing must be installed on the interior of a wood, wire or chain link fence, and, if reachable from adjoining property or streets, must be clearly labeled with warning signs
- (c) barbed wire fencing is not permitted.

7. EASEMENTS. 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 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 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 to the public view on any property except one sign of professional quality which is not more than six square feet shall be permitted for advertising the property for sale or rent. 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.

9. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be conducted on any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, including, but not limited to, barking dogs. No trade or business of an offensive nature shall be permitted upon any property.

10. OIL AND MINING OPERATIONS. No drilling, oil 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.

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 dogsled competition. This restriction does not include a breeding pair of dogs or other domestic pets, however litters must be sold or disposed of within a reasonable amount of time. All domestic pets will be properly maintained on the owner's property, and will not be allowed to roam or wander onto others' property. Dogs that bark or howl at night are not allowed. Pigs, horses, cows, sheep, goats, llamas, poultry and alpacas are prohibited. Manure must be properly disposed of so as not to cause odor, contamination, or unsightliness. It is the owner's responsibility to insure all animals are healthy, and are properly fed, groomed, and housed out of the elements, particularly during extreme weather periods. Property owners will be required to maintain sufficient insurance to cover the legal liability for damages or injuries caused by animals to third parties, and upon request shall provide to the Homeowners' Association proof of such insurance coverage. The Homeowners' Association will not be responsible, or assume any implied legal liability, for injury or other damages caused by the pets or animals of any owner.

12. **GARBAGE DISPOSAL.** No cans, barrels, boxes, or other refuse containers, shall be placed 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 burning of refuse or other waste is permitted except on the rear of properties and only in accordance with the appropriate health and safety laws. 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. **INOPERABLE VEHICLES.** No inoperable vehicle or vehicle body shall be permitted upon any property or within any right of way. Provided however, a vehicle temporarily inoperative and held for repair by the owner for a period not to exceed thirty days will not be considered a violation of this provision.



14. LANDSCAPING. The landscaped portion of each property must be mowed and maintained on a regular basis, to provide a neat and attractive appearance.

15. EXTERNAL ANTENNA RESTRICTIONS. Any disk or television or radio antenna or electronic device must be screened from the right of way.

16. DRIVEWAYS. A driveway permit from the appropriate government authority must be obtained before driveway construction. Driveway and culvert installation must comply with applicable law.

17. 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

18. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any 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 Church Ridge Estates Homeowners Association or by any individual or individuals aggrieved by a violation of these provisions.

19. RE-PLAT. 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 these covenants as two enlarged single properties.

20. SEVERABILITY. Invalidation of any one 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.



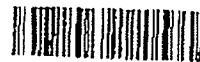
21. AMENDMENT. In addition to the above, at paragraph 17, this declaration may be amended as follows:

- (a) At any time until and through 1 January, 2007, 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 reasonable deem necessary and proper, in its sole discretion.
- (b) At any time after 1 January, 2007, or upon sale by the declarant of three fourths of the properties, whichever occurs first, by a written instrument recorded in the Palmer Recording District, signed by the owners of two thirds of the properties in the subdivision. Each property owned entitles the property owner to a separate vote for purposes of computing the number of signatures required.

Part D:

1 MANDATORY MEMBERSHIP A Homeowners' Association is established to provide for the operation and maintenance of the subdivision. The Homeowners' Association may provide such services as are authorized by the Homeowners' Association. Such services may include, but are not limited to the following: enforcement of conditions, covenants and restrictions applicable to Church Ridge Estates Addition #1, and enforcement of safety conditions as may be authorized. Every property owner, their heirs, assigns and successors in the ownership of property in Church Ridge Estates Addition #1 agree as a condition of purchase that they are automatically a member of the Homeowners' Association. All property owners shall abide by the policies now set and as later amended hereunder.

2. BOARD OF DIRECTORS. The Homeowners' Association shall be operated by the undersigned until such time as the undersigned choose to



relinquish control to the membership, or 1 January, 2007, whichever occurs first, at which time there will be an election of directors and officers. Dues may be established and levied as determined by the Board of Directors. The undersigned shall elect an initial three member Board of Directors. All board members shall be members of the Homeowners' Association. Selection of the initial Board of Directors will be at the sole discretion of the undersigned. The Board of Directors shall establish the rules and bylaws of the Homeowners' Association.

3 MEETINGS. The Homeowners' Association will meet annually in accordance with the bylaws of the Homeowners' Association and undertake all duties and actions prescribed thereby. Special meetings may be called by the Board of Directors upon at least 15 days notice to each property owner.

4. VOTING RIGHTS. The Homeowners' Association shall have one class of voting rights. Eligible votes may be cast on all matters that come before a meeting of the Homeowners' Association. Each property owner shall be entitled to one vote for each property owned, regardless of the number of the individuals or entities jointly owning each property. Where more than one person or entity holds an interest in any property, owners themselves must decide how the vote for such property shall be exercised and by whom.

IN WITNESS WHEREOF, the undersigned hereby certifies ownership of Church Ridge Estates Addition #1 and the applicability of these covenants thereto.

TROY DAVIS HOMES, INC.

By: Troy M. Davis
TROY DAVIS

Date: 8/12/07

Its: President

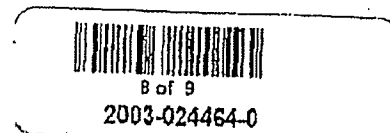
By: Heather Parker
HEATHER PARKER

Date: 8/12/07

Its: Secretary/Treasurer

Church Ridge Estates Addition #1
Covenants

Page 8 of 9



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

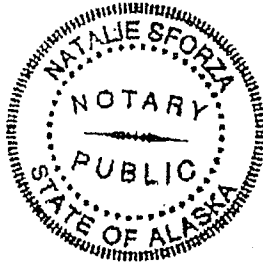
The foregoing instrument was acknowledged before me this 12th day of August, 2003, by TROY DAVIS, as president of TROY DAVIS HOMES, INC.

Natalie Sforza
Notary Public in and for Alaska
My Commission Expires: 11/18/2006

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12th day of August, 2003, by HEATHER PARKER, as secretary/treasurer of TROY DAVIS HOMES, INC.

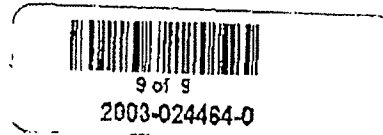
Natalie Sforza
Notary Public in and for Alaska
My Commission Expires: 11/18/2006



RETURN TO:
TROY DAVIS HOMES, INC.
1451 E. PARKS HWY. SUITE 207
WASILLA AK 99654

Church Ridge Estates Addition #1
Covenants

Page 9 of 9





2004-029908-0

Recording Dist: 311 - Palmer
10/21/2004 3:27 PM Pages: 1 of 5

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JUN-18-2004 02:55 PM PATRICIA R. HEFFER

ccc

FIRST AMENDMENT TO COVENANTS
CHURCH RIDGE ESTATES
ADDITION #1

WHEREAS, the undersigned is the declarant under certain Protective Covenants, Conditions and Restrictions for Church Ridge Estates Addition #1 according to Plat No. 2003-105, as recorded at Reception #2003-024464-0 on August 25, 2003, Palmer Recording District, Third Judicial District, State of Alaska, and:

WHEREAS, under Part C, paragraph 21, the declarant is authorized to amend the said covenants as it may deem necessary.

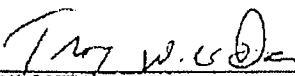
NOW THEREFORE, the undersigned hereby adopt and establish the following First Amendment to the above referenced covenants, hereby confirming all remaining provisions which are not consistent herewith.

Part B, paragraph 5 of said covenants is hereby deleted in its entirety, and the following is substituted as Part B, paragraph 5: BUILDING LOCATION. No portion of any building shall be located nearer than thirty-five feet from any right of way. No building shall be located nearer than twenty-five feet from any property line. Notwithstanding the above, (a) no setbacks will be less than those required by local or state government, and (b) relaxation of the 35' right of way setback may be made in writing by the Homeowners Association.

IN WITNESS WHEREOF, the undersigned hereby certifies the applicability of these covenants to all land within the above referenced subdivision.

TROY DAVIS HOMES, INC.

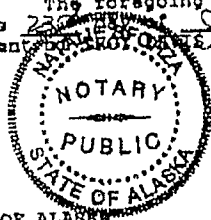
By:


TROY DAVIS
Its: President

By: Heather Parker
HEATHER PARKER
Its: Secretary/Treasurer

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

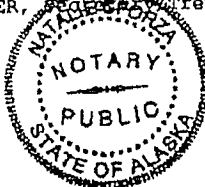
The foregoing instrument was acknowledged before me this 23rd day of June, 2004, by TROY DAVIS, President of TROY DAVIS HOMES, INC.



Natalie Sporn
Notary Public in and for Alaska
My Commission Expires: 11/18/2006

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23rd day of June, 2004, by HEATHER PARKER, Secretary/Treasurer for TROY DAVIS HOMES, INC.



Natalie Sporn
Notary Public in and for Alaska
My Commission Expires: 11/18/2006

Return to: Troy Davis Homes, Inc.
1451 E. Parks Hwy, #207
Wasilla, AK 99654



CHURCH RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.
1451 E. PARKS HWY., #207
WASILLA, AK 99654

WHEREAS, by authority of the applicable Protective Covenants, Conditions and Restrictions for Church Ridge Estates, dated August 12, 2003, Part B, paragraph 5, as amended, the Church Ridge Estates Homeowners Association, Inc., has authority to relax certain setback requirements, and;

WHEREAS, the said homeowners association has been requested to review and relax the setback distance pertaining to:

Lot 6, Block 3, Church Ridge Estates Addition No. 2, Phase 1, Plat 2004-12, Palmer Recording District, Third Judicial District, State of Alaska;

WHEREAS, the said homeowners association has deliberated and found that relaxation of the setback requirement, as requested, causes no detriment, and is reasonable under the circumstances.

NOW THEREFORE, based on the authority and discretion of the Church Ridge Estates Homeowners Association, Inc., the setback from the right of way for the above referenced lot is hereby allowed to be thirty three feet (33') from the right of way line.

CHURCH RIDGE ESTATES
HOMEOWNERS ASSOCIATION,
INC.

6-18-03
Date

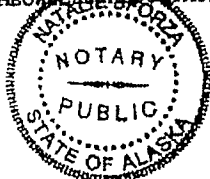
By: Troy W. Liden
Its: President

6/23/04
Date

By: Heather Parker
Its: Secretary

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 23 day of June, 2004, by Heather Parker, President for CHURCH RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.



Natalie Bloma
Notary Public in and for Alaska
My Commission Expires: 11/18/2006

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 23 day of June, 2004, by Heather Parker, Secretary for CHURCH RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.



Natalie Bloma
Notary Public in and for Alaska
My Commission Expires: 11/18/2006

Return to: Church Ridge Estates Homeowners Association, Inc.
1541 E. Parks Hwy. #207
Wasilla, AK 99654

First Amendment to Covenants

FAX
907-376-2440

PATRICIA R. HEFFERAN
ATTORNEY AT LAW
981 WEST SWANSON AVENUE, SUITE 8
WASILLA, ALASKA 99654-6892

AREA CODE 907
376-2430 • 376-2430
376-2222

June 18, 2004

VIA FAX ONLY:
357-9395

BONNIE
TROY DAVIS
TROY DAVIS HOMES, INC.

Re: Lot 6, Block 3

Dear Bonnie, Mr. Davis:

Enclosed please find a First Amendment to the covenants as well as an authorization letter pertaining to the setback issue. Please be sure that I have used the correct legal description for Lot 6, since I have guessed that it is in Addition No. 2, Plat 2004-12.

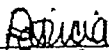
Note that the borough requirement for a right of way setback is 25', but your covenant requirement is 35'. If you had violated the borough requirement, you likely would have to move the house or cut it off where it extends into the required setback area. Because this situation is only a covenant issue, the paperwork that I prepared allows the homeowner's association to relax the covenant requirement.

Please be mindful of the borough requirement and the near-impossibility of getting a variance. Although granting a variance can tend to involve politics, the borough has not hesitated in many cases, to require massive expense for relatively minor violations. Even a few inches over the line have required that homeowners cutoff a porch or move their homes entirely. Yet on other cases, I personally have experienced a sort of magic, to obtain a variance. It is just best if you avoid needing a variance.

Let me know if you have questions or concerns about this paperwork and the method I have chosen to solve the problem. Of course, if any other amendments to the covenants are needed, we should add those changes to this first amendment.

The First Amendment will be recorded, and the authorization likely will be required by the lender to be recorded. Any further platting should reference the original covenants, and the amendment. If these documents are in good form, let my office know to mail them to you or that you will pick them up for signatures. I will wait to hear from you to finalize.

Sincerely,


PATRICIA R. HEFFERAN
Attorney at Law

Palmer Recording District

/Ksg
Enc.

Return to:
Troy Davis Homes, Inc.
1457 E. Parks Hwy # 207
Wasilla, AK 99654


6 of 5
2004-028908-0



AMENDED AND RESTATED
PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
CHURCH RIDGE ESTATES SUBDIVISION

Part A:

WHEREAS, the undersigned are at least sixty-seven percent of the property owners of the Church Ridge Estates Subdivision, and;

WHEREAS, the undersigned desire to assure continued development of the Church Ridge Estates Subdivision for the benefit of current and future property owners and to protect property values by placing protective covenants regarding improvements and use of the 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:

Church Ridge Estates Subdivision, according to Plat Numbers 2003-105, 2004-12, 2004-196, and 2006-27, recorded in the Palmer Recording District, Third Judicial District, State of Alaska (hereinafter collectively referred to as "Church Ridge Estates Subdivision").

This amends the covenants recorded on August 25, 2003, at Serial #2003-024464-0, as amended by instrument recorded October 21, 2004, at Serial #2004-029908-0, Palmer Recording District, Third Judicial District, State of Alaska.

Part B:

1. FULLY PROTECTED AREA. These covenants apply to all land shown on the recorded plats of Church Ridge Estates Subdivision,

2. WATER SUPPLY. Property owners shall have their own water supply system located on the property to be served thereby. Procurement of water is the sole responsibility of the property owner. All water systems, wells, and storage tanks must be constructed and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation. Such approval of any system is required and shall be the responsibility of the individual owner.

3. 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.

Part C:

1. SINGLE FAMILY RESIDENTIAL PURPOSES. All properties shall be used for single family residential purposes. No outbuilding shall be erected, placed, altered, or permitted to remain on any property unless it is properly constructed and maintained and not on the front of the lot. 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. A home office with minimal public traffic is acceptable.

2. MOBILE HOMES. No mobile homes or travel trailers shall be utilized for residential purposes.

3. DWELLING QUALITY, SIZE, AND APPROVAL. The minimum gross area of the dwelling in square feet, exclusive of open porches and garages, shall be as follows:

- (a) If the dwelling is a single level, one-story building, 1,200 square feet is required, all of which must be completely finished;
- (b) If the dwelling is a full two-story building, 1,350 square feet must be completely finished, of which 700 square feet must be on the ground floor.
- (c) If the dwelling is a split entry or tri-level building, 1,300 square feet is required, all of which must be completely finished.
- (d) Residential dwellings will be constructed with multiple rooflines.
- (e) Painting material applied to outside of all buildings will be neutral or earth tones only.
- (f) Construction of all houses shall meet FHA minimum building standards. Each dwelling shall have a driveway that is paved from the garage entrance to the street.
- (g) No T-111 siding is permitted on the front of any dwelling or other building that is more than 300 square feet in size.
- (h) Plans for proposed construction must be approved by an Architectural Control Committee prior to construction. The committee consists of three Homeowners Association members who are in good standing (i.e., not delinquent in any payments due to the Homeowners Association) and who are appointed by the Board of Directors of the Homeowners Association.

4. CONSTRUCTION COMPLETION REQUIREMENT. All dwellings must have a finished exterior (i.e., siding, paint, roof, windows, doors, and entrance areas) within twelve months from the ground breaking, and the dwellings must be fully complete within eighteen months therefrom. All siding shall be of finished quality and shall be painted or stained wood, pre-finished



metal or vinyl, rock, brick, or other finished masonry. No metal roofing products may be used for siding. All outbuildings must be completed with finished exteriors within three months from the start of construction unless prior written permission for an extension has been applied for and granted by the Board of Directors of the Homeowners Association.

5. **BUILDING LOCATION.** No portion of any new building shall be located nearer than thirty-five feet from any right of way. No new building shall be located nearer than fifteen feet from any property line. Notwithstanding the above, (a) no setbacks will be less than those required by local or state government, and (b) relaxation of the thirty-five foot right of way setback may be made in writing by the Homeowners Association.

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 approved in advance by the Architectural Control Committee of the Homeowners Association and properly maintained by the property owner.
- (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 fencing is not permitted.
- (d) Front yard privacy fences may be neither more than four feet in height nor made of wire or chain link.

7. **EASEMENTS.** 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 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 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 to the public view on any property except one sign of professional quality that is not more than six square feet shall be permitted for advertising the property for development, sale, or rent; to identify the building contractor during the construction period; or to support a political campaign no earlier than three months prior to an election and no later than one week following the election.

9. **NUISANCES.** No noxious, unsightly, illegal, or offensive activity shall be conducted on any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, including, but not limited to, barking dogs and loud music. No trade or business of an offensive nature shall be permitted upon any property. Outside storage of any items, excluding recreational vehicles, boats, snowmachines, other recreational equipment, and associated equipment, may not be visible from the front of the dwelling.

10. **OIL AND MINING OPERATIONS.** No drilling, oil development operations, oil refining, quarrying, gravel extracting, or mining operations or any kind shall be permitted; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted.



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 dogsled competition. This restriction does not include a breeding pair of dogs or other domestic pets; however, litters must be sold or disposed of within a reasonable amount of time. All domestic pets will be properly maintained on the owner's property and will not be allowed to roam or wander onto others' property. Pigs, horses, cows, sheep, goats, llamas, poultry, and alpacas are prohibited. Manure must be properly disposed of so as not to cause odor, contamination, or unsightliness. It is the owner's responsibility to insure all animals are licensed and vaccinated according to applicable local laws, are healthy, and are properly fed, groomed, and housed out of the elements, particularly during extreme weather periods. Property owners will be required to maintain sufficient insurance to cover the legal liability for damages or injuries caused by animals to third parties and upon request shall provide to the Homeowners Association proof of such insurance coverage. The Homeowners Association will not be responsible, or assume any implied legal liability, for injury or other damages caused by the pets or animals of any owner.

12. **GARBAGE DISPOSAL.** No cans, barrels, boxes, or other refuse containers, shall be placed adjacent to or visible from 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 burning of refuse or other waste is permitted except on the rear of properties and only in accordance with the appropriate health and safety laws. 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. **INOPERABLE VEHICLES.** No inoperable vehicle, vehicle body, or vehicle parts larger than a cubic foot shall be visible from the front of the owner's dwelling. Provided however, a vehicle temporarily inoperative and held for repair by the owner for a period not to exceed thirty days will not be considered a violation of this provision.

14. **LANDSCAPING.** The owners of each lot shall landscape that portion of the front yard disturbed by construction. Landscaping must be completed within twenty-four months of the recording of this document or of completion of construction of a new dwelling. The landscaped portion of each property must be maintained on a regular basis. Wooded lots must be maintained so as to be fire safe.

15. **EXTERNAL ANTENNA RESTRICTIONS.** Any disk or television or radio antenna or electronic device must comply with local, state, and federal laws.

16. **DRIVEWAYS.** A driveway permit from the appropriate government authority must be obtained before driveway construction. Driveway and culvert installation must comply with applicable law.

17. **TERM AND AMENDMENT.** 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 at least sixty-seven



percent of the properties has been recorded, which agrees to change said covenants in whole or part. The owners of at least sixty-seven percent 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 that constitutes at least sixty-seven percent.

18. ENFORCEMENT. Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any 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 Church Ridge Estates Homeowners Association, Inc., or by any individual or individuals aggrieved by a violation of these provisions.

19. RE-PLAT. 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 these covenants as two enlarged single properties.

20. SEVERABILITY. Invalidation of any one 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.

Part D:

1. MANDATORY MEMBERSHIP. A Homeowners Association is established to provide for the operation and maintenance of the subdivision. The Homeowners Association may provide such services as are authorized by the Homeowners Association. Such services may include, but are not limited to, the following: enforcement of conditions, covenants, and restrictions applicable to Church Ridge Estates Subdivision, and enforcement of safety conditions as may be authorized. Every property owner, their heirs, assigns, and successors in the ownership of property in Church Ridge Estates Subdivision agree as a condition of purchase that they are automatically a member of the Homeowners' Association. All property owners shall abide by the policies now set and as later amended hereunder.

2. BOARD OF DIRECTORS. The Homeowners Association shall be operated by a Board of Directors elected by members in good standing (i.e., not delinquent in any payments due to the Homeowners Association). Dues may be established and levied as determined by the Board of Directors. All board members shall be members in good standing of the Homeowners Association. The Board of Directors shall establish the rules and bylaws of the Homeowners Association.

3. MEETINGS. The Homeowners Association will meet annually in accordance with the bylaws of the Homeowners Association and undertake all duties and actions prescribed thereby. Special meetings may be called by the Board of Directors upon at least 15 days notice to each property owner.



4. VOTING RIGHTS. The Homeowners Association shall have one class of voting rights. Eligible votes may be cast on all matters that come before a meeting of the Homeowners Association. Each property owner shall be entitled to one vote for each property owned, regardless of the number of the individuals or entities jointly owning each property. Where more than one person or entity holds an interest in any property, owners themselves must decide how the vote for such property shall be exercised and by whom.

IN WITNESS WHEREOF, the undersigned hereby certify ownership of property in Church Ridge Estates Subdivision and the applicability of these covenants thereto.

[Notarized signatures are on file with the Church Ridge Estates Homeowners Association, Inc.]

_____	_____	_____
<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
_____	_____	_____
<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>

Owner(s) of property located at _____,
Print street address
 which may be identified also as Block ___ Lot ___ of the Church Ridge Estates Subdivision.

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, owner(s) of property at _____, also identified as Block ___ Lot ___ in the Church Ridge Estates Subdivision.

 Notary Public in and for Alaska
 My Commission Expires: _____



The undersigned, being the secretary for Church Ridge Estates Homeowners Association, Inc., hereby certifies that the original signatures on file with Church Ridge Estates Homeowners Association, Inc., represent sixty-seven percent or more of all the lot owners in Church Ridge Estates Subdivision, according to Plat Numbers 2003-105, 2004-12, 2004-196, and 2006-27, recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

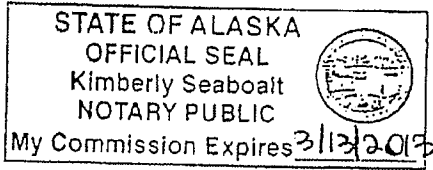
Roberta L. Ackley
Roberta L. Ackley

10-26-09
Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 26th day of Oct., 2009, by Roberta L. Ackley as Secretary of the Church Ridge Estates Homeowners Association, Inc.

Kimberly Seaboatt
Notary Public in and for Alaska
My Commission Expires: 3/13/2013



RETURN TO:
Church Ridge Estates Homeowners Association, Inc.
2200 West Church Ridge Drive
Wasilla AK 99654-2100

