



CC

**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR EQUESTRIAN ACRES, PHASES I, II, III, AND EQUESTRIAN  
GLEN SUBDIVISIONS**

**PART A: PREAMBLE**

KNOW ALL MEN BY THESE PRESENTS, that whereas the owners of each phase of Equestrian Acres and Equestrian Glen desire to repeal and restate the covenants, conditions, and restrictions for all properties located within Equestrian Acres, Phases I, II & III, and Equestrian Glen so the owners in all phases may refer to a single document for community guidelines, and

WHEREAS, the undersigned Board of Directors of Equestrian Acres Homeowners Association, Inc., has been authorized by the owners of the properties comprising Equestrian Acres, Phases I, II and III, and Equestrian Glen, by majority vote pursuant to the bylaws of the Equestrian Acres Homeowners Association, Inc., to act in their behalf, and to represent them, and

WHEREAS, the undersigned desires to assure the continued development of the herein above described real property subdivisions on a high level for the benefit of the present and future property owners, and for the protection of property values therein, does desire to place on and against all lots in Equestrian Acres, Phases I, II and III, and Equestrian Glen, certain protective covenants, conditions and restrictions regarding the use and/or improvements of the same.

NOW, THEREFORE, the undersigned does hereby establish and record the following protective covenants, conditions and restrictions regarding the use and/or improvements of the properties located in:

Equestrian Acres, Phase I, filed as Plat No. 85-27; Palmer Recording District;  
Third Judicial District; State of Alaska.

Equestrian Acres, Phase II, filed as Plat No. 86-111; Palmer Recording  
District; Third Judicial District; State of Alaska.

Equestrian Acres, Phase IIIA, filed as Plat No. 2001-32; Palmer  
Recording District; Third Judicial District; State of Alaska.

Equestrian Acres, Phase IIIB, filed as Plat No. 2002-21; Palmer  
Recording District; Third Judicial District; State of Alaska.

Equestrian Acres, Phase IIID, filed as Plat No. 2002-76; Palmer  
Recording District; Third Judicial District; State of Alaska

Equestrian Acres, Phase IIIE, filed as Plat No. 2003-11; Palmer  
Recording District; Third Judicial District; State of Alaska

Equestrian Glen Subdivision, filed as Plat No. 2002-5; Palmer  
Recording District; Third Judicial District; State of Alaska.

This instrument, when recorded, supercedes any and all previously recorded covenants, conditions, and restrictions recorded in connection to all the above identified subdivisions and all lots situated therein.

## **PART B: AREA OF APPLICATION**

**B-1 FULLY PROTECTED RESIDENTIAL AREA:** The covenants in PART C, PART D, PART E, and PART F in their entirety shall apply to all lots in Equestrian Acres, Phases I, II, and IIIA, B, D, and Equestrian Glen, as specifically identified below, and hereinafter identified collectively as "the subdivisions." Lots shall mean and refer to any of the numbered plots of land shown upon any recorded plat or subdivision map of the above referenced subdivisions identified as follows:

Equestrian Acres, Phase I -	Lots One (1) through Twelve (12), Block One (1); Lots One (1) through Thirteen (13), Block Two (2); Lots One (1) through Twenty-Five (25), Block Three (3); Lots One (1) through Nine (9), Block Four (4); Lots One (1) through Seventeen (17), Block Five (5); Lots One (1) through Seven (7), Block Six (6); Lots One (1) through Twenty-Four (24), Block Seven (7).
Equestrian Acres, Phase II -	Lots Ten (10) through Twenty (20), Block Four (4); Lots Eight through Fifteen (8-15), Block Six (6); Lots One Through Nine (1-9), Block Eight (8); Lots One through Seven (1-7), Block Nine (9); Lots One through Six (1-6), Block Ten (10); Lots Twenty-Three through Twenty-Seven (23-27), Block Twelve (12).
Equestrian Acres, Phase IIIA-	Lots Seven through Nineteen (7-19), Block Ten (10); Lots Nine And Ten (9,10), Block Eleven (11); Lots One through Eight (1-8), Block Twelve (12).
Equestrian Acres, Phase IIIB-	Lots Nine through Twenty-Two (9-22), Block Twelve (12).
Equestrian Acres, Phase IIID-	Lot Seventeen (17), Block Eight (8); Lot Seventeen (17), Block Nine (9); Lots Twenty through Twenty-Three (20-23), Block Ten (10); Lots Eleven through Twenty-One (11-21), Block Eleven.
Equestrian Acres, Phase IIIE-	Lots Nineteen through Twenty-Four (19-24), Block Nine (9); Lots Twenty-Two through Twenty-Five (22-25), Block Eleven (11).
Equestrian Glen-	Lots Twenty-One through Thirty-Six (21-36), Block One (1); Lots One through Six (1-6) and Lots Nine through Twelve (9-12), Block Five (5).

These covenants shall not apply to Lot Sixteen (16), Block Five (5), Phase One (1), or to any other lot which may, by necessity, be designated for use as the site of a well for the water distribution system. When necessary use as the site of a well ceases, these covenants shall be applicable to any such designated lot.

**B-2. SPECIAL REQUIREMENTS:** No on-site water wells shall be used on the lots subject to these protective covenants, conditions, and restrictions. Water for all lots and the maintenance of the water distribution system shall be provided solely by a privately owned water utility. There may be a charge for water usage in accordance with a tariff approved by the Regulatory Commission of Alaska, or its successor agency.

**B-3. EFFECTIVE DATE:** The protective covenants, conditions, and restrictions hereinabove, and hereinafter set forth and applicable to the residential area hereinabove described shall take effect at such time as this instrument is recorded, and shall supercede and replace any previously recorded covenants, conditions, and restrictions recorded for the residential area(s) hereinabove described.



## **PART C: RESIDENTIAL AREA COVENANTS**

**C-1. SINGLE FAMILY RESIDENTIAL PURPOSES:** All lots herein identified in PART B shall be used for residential purposes only. Each lot may have one (1) detached single family dwelling with an attached minimum two (2) car- garage. No modular type homes or mobile homes are permitted. Each lot may have one (1) outbuilding to be used as a utility shed, so long as it's appearance is equal in quality to that of the dwelling and it meets the criteria outlined in ADDENDUM I of PART E. Temporary or surplus buildings may not be placed upon any lot for any purpose. A home office or business is permitted as long as its activity does not violate any provision of PART C, and it does not involve operating a residential outpatient facility, licensed daycare, or half-way house of any kind. Plans for all proposed structures must be submitted to the Architectural Control Committee prior to the start of construction, per PART E.

**C-2. TEMPORARY DWELLINGS:** No motor homes, travel trailers, camping equipment, or any other type of recreational vehicle or temporary shelter shall be used for any form of residential purpose upon any lot herein identified in PART B.

**C-3. ON SITE STORAGE:** Recreational vehicles including, but not limited to, motor homes, travel trailers, 5<sup>th</sup>-wheel trailers, snowmobiles, 4-wheelers, ATV trailers, or similar vehicles must be garaged or stored beside or behind the main dwelling. No such vehicle may be stored on the street, in the driveway, or in the front yard of any lot. If stored beside the dwelling, any such vehicle must be placed behind an association-approved fence(or gate) and/or be stored upon a paved (concrete or asphalt) surface which extends from, and connects to the driveway. No such vehicle may be stored such that it extends beyond the front exterior wall of the dwelling. All automobiles or trucks must be parked in the driveway or in the garage when not in actual use. No regular on-street parking is permitted. Storage of commercial vehicles or equipment including, but not limited to, dump trucks, dozers, loaders, or tractor-trailers of any kind is not permitted ( this provision does not affect cars or light trucks used for business purposes, i.e. "company vehicles.").

**C-4. SANITARY SEWER SYSTEM:** No individual sewage disposal system shall be placed upon any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the State of Alaska, Department of Environmental Conservation (ADEC), or its successor(s).

**C-5. DWELLING COSTS, QUALITY AND SIZE; MINIMUM CONSTRUCTION SPECIFICATIONS; COMPLETION AND BUILDING LOCATION REQUIREMENTS:** The provisions of this section vary between Equestrian Acres, Phases I, II, III, and Equestrian Glen. As such, they are stated with specificity to the phase in which each lot identified in PART B is situated, in PART E-ADDENDUM I. This addendum shall be considered equal to, and satisfying of, the requirements of the covenant, condition and/or restriction covering dwelling costs, quality, and size; minimum construction specifications; and completion and building location requirements. All construction on all lots identified in PART B must be approved by the Architectural Control Committee and must conform to the provisions of PART E-ADDENDUM I

**C-6. FENCES:** All fences, including dog kennels, must be approved by the Architectural Control Committee, as set forth in PART E, and ADDENDUM I herein, and must meet any applicable State, Borough, or City regulation(s).

**C-7. EASEMENTS:** All easements are reserved as shown on the recorded plat(s) or as indicated by public record. All lot owners shall maintain the unimproved easements and rights-of-way on or directly in front of their respective lots except for improvements or maintenance (if any) that is the direct responsibility of a public authority, utility, or the Homeowners Association herein identified in PART D. No modifications may be made to any easement which alter the direction or flow of the drainage channels found thereupon.

**C-8. SIGNS:** No sign may be displayed for public view except the following: one (1) professional sign not to exceed a size of one (1) square foot; one sign advertising property for rent or sale, not to exceed a size of five (5) square feet. No sign shall be placed within any right-of-way, or affixed to any utility pole or traffic-sign post. The Architectural Control Committee may, at its discretion, approve other signs. Such approvals must be expressly in writing.



**C-9. NUISANCES:** No noxious or offensive activity shall be allowed upon any lot, nor shall anything be done thereupon which may become a disturbance or hazard to the neighborhood. No trade or business of an offensive or noise-generating nature shall be permitted upon any residential lot. Stereos, surround-sound systems, televisions, and any similar entertainment devices must be kept at sound levels, which do not disturb adjoining lot owners. Powered equipment, such as lawn mowers, etc., shall not be used after 10:00pm, except in the case of an emergency.

**C-10. PETS/LIVESTOCK:** Only typical household pets may be kept on the lots. No animal(s) may be kept, raised, or bred for commercial purposes or for use in dogsledding teams. Only two (2) outdoor dogs may be kept on any lot. No farm-type or exotic animals may be kept on any lot. All pets must be properly restrained and must create no nuisance or environmental hazard.

**C-11. RESOURCE EXTRACTION OPERATIONS:** No oil drilling or development, mineral excavation, gravel extraction, or similar activity shall be permitted upon any lot identified in PART B.

**C-12. GARBAGE DISPOSAL:** No refuse receptacle shall be visible from the street at any time except on the appropriate refuse pick-up day. Refuse left out for pick-up must be in a secure container in a sanitary condition. No refuse shall be burned on any lot, nor shall any so-called "burn barrel" be maintained on any lot.

**C-13. INOPERABLE VEHICLES:** Inoperable vehicles shall not be stored in any right of way or upon any lot, except within a garage. Any vehicles, except out of season recreational vehicles, which are not used or moved for thirty (30) days shall be considered inoperable for purposes of this provision.

**C-14. ALL TERRAIN/OFFROAD VEHICLES:** Pursuant to the authority of AS 28.05.011, 13 AAC 02.455, vehicles including, but not limited to, snowmobiles, 4-wheelers, dirt bikes, and go-karts shall not be operated on the streets, utility or drainage easements or rights-of-way existing within Equestrian Acres, Phases I, II, III and Equestrian Glen subdivisions.

**C-15. REMOVAL OF VEGETATION AND LANDSCAPING:** All areas upon each lot not utilized by structures, driveways, or sidewalks shall be left in natural vegetation or shall be landscaped in a manner conducive to the general surroundings. The lot owner shall remove dead vegetation, or thin or remove natural vegetation, where appropriate.

**C-16. SETBACK REQUIREMENTS:** See PART E-ADDENDUM I.

**C-17. MAIL AND NEWSPAPER DEPOSITORIES:** No individual mail or newspaper depositories of any kind shall be allowed upon any lot, or in any easement or right-of-way located within the subdivisions.

**C-18. EXTERNAL ANTENNA RESTRICTIONS:** Pursuant to the Federal Telecommunications Act of 1996, Section 207, Subpart 47CFR, Subsection 1.4000, as amended October 25, 2000, and in effect May 25, 2001, the following devices are exempt from prohibition, subject to certain restrictions:

- (1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
- (2) An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals) other than via satellite.
- (3) An antenna that is designed to receive local television broadcast signals.

These devices may be installed upon lots identified in PART B, subject to the following restrictions:

- (1) Lot owner must inform the Architectural Control Committee of the intent to install the device to insure the device falls under S207.47CFR;1.4000.
- (2) No antenna or similar device shall be higher than twelve (12) feet from the highest point on the home to which it is attached.
- (3) Only one antenna is to be installed upon any lot.



All other antennas, dishes, or similar devices not expressly covered by the above federal regulation shall not be installed upon any lot identified in PART B without the express written approval of the Architectural Control Committee.

**C-19. PROPER AESTHETIC MAINTENANCE:** No miscellaneous items including, but not limited to, the following shall be left on any lot such that these items are visible from the street for a period in excess of seven (7) days: tires, auto parts, lawn mowers or other landscaping equipment, refuse of any kind, cans, tarp-covered equipment or uncovered equipment, lumber, scrap materials, furniture items (excluding lawn or patio/deck furniture in use), and/or any general discard which would reasonably be considered unsightly.

The exterior of the dwelling, and all fences and sheds must be painted, stained, or otherwise acceptably finished and maintained at all times.

## **PART D: HOMEOWNERS ASSOCIATION**

**D-1. MANDATORY MEMBERSHIP:** Once any lot has been conveyed via warranty deed from the developer of that lot to a lot owner, the lot owner, and all subsequent lot owners shall become members of the Equestrian Acres Homeowners Association. Membership shall become effective the date ownership is officially recorded by warranty deed with the Palmer Recording District.

**D-2. VOTING RIGHTS.** The association shall have one class of voting rights. Each lot owner, whether such owner is an entity, person, or more than one person, shall be entitled to one vote and only one vote for each lot owned, regardless of the number of individuals or entities jointly owning each lot. Where more than one person or entity holds an interest in any lot, such persons or entities shall decide among themselves how the vote for such lots shall be exercised and by whom. Eligible votes may be cast on all matters that may come before a meeting of the Association.

**D-3. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** Lot owners for each lot owned, as identified in PART B, hereby covenant, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The developer(s) of any lot(s) herein identified in PART B shall be exempt from said assessments, charges, or special assessments for a period not to exceed one year from the date the plat of such lots is officially recorded.

**D-4. CONVEYANCE AND SUBORDINATION.** The Association shall have the power to assess fees to the lot owners to achieve the objectives of the Homeowners' Association. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not effect the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment or installment thereof thereafter becoming due or from the lien thereof.

**D-5. ANNUAL ASSESSMENTS.** The Homeowners Association shall be operated by a Board of Directors chosen by the membership as provided in the Association Bylaws. The fiscal year for assessments shall be from November 1 through October 31 of each year. The Board of Directors shall fix and collect the annual assessments and set the due date(s) of the annual assessments.

**D-6. EMERGENCY PROVISION.** The Board of Directors may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50.00) per lot. The Board of Directors shall have sole discretion as to what constitutes an emergency so long as such discretion is exercised justly and reasonably. Such assessment shall only be fixed at a duly constituted meeting of the Board, if it is in fact activated, when:

- (a) Conditions do not allow time for a special or regular meeting of the Association membership to be called; and,
- (b) An emergency exists which requires immediate action (endangers life, property, or use of the properties); and,
- (c) The Association's funds are not adequate to pay the cost of action to be taken.



**D-7. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the Annual and Emergency Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of making any capital improvements for the subdivisions. Provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the lot owner votes represented at a meeting duly called for this purpose.

**D-8. NOTICE REQUIREMENTS.** Written notice of any meeting called for the purpose of taking action authorized under Sections D-5 through D-7 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting. If the required quorum is still not present, subsequent meetings, each subject to the same notice and timing requirements stated above, may be called, with the percentage attendance for quorum requirements to be reduced by one-half (1/2) for each such subsequent meeting until a quorum is obtained.

**D-9. UNIFORM RATE OF ASSESSMENT.** All assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual, or annual basis by the Association.

**D-10. RESALE CERTIFICATE.** The Annual Assessments are collectable as set forth in Section D-5 herein. The Association shall upon demand, and for a minimum charge of fifty dollars (\$50), furnish a certificate signed by an Officer of the Association, setting forth whether the assessments on a specified lot have been paid.

**D-11. EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION.** Any assessment or installment thereof not paid within thirty (30) days after the due date shall incur a late charge to be established by the Board of Directors; Provided, however, that such a charge shall not exceed an amount which is prohibited by law. The Association may bring an action at law against the owner of any lot obligated to pay the same, or foreclose the lien against the property the subject of the obligation. No owner may waive or otherwise escape liability of the assessments provided herein by non-use of any Association facility, service or benefit, or by abandonment of his lot.

**D-12. FORM OF ASSOCIATION.** The Homeowners' Association shall be a corporation formed pursuant to Title 10 of the Alaska Statutes and shall have a perpetual duration.

**D-13. APPLICABILITY OF SECTIONS D-1 THROUGH D-12.** The provisions contained in these sections shall be applicable to only those lots specifically described in Section B-1 herein, and to lots specifically described in future amendments to Section B-1 herein.



## **PART E: ARCHITECTURAL CONTROL COMMITTEE:**

**E-1. COMMITTEE MEMBERSHIP:** The developer of any phase of Equestrian Acres or EquestrianGlen subject to these covenants shall maintain architectural control, subject to the guidelines found herein, for a period not to exceed one year from the date which the plat of such phase is officially recorded. Henceforth from that time, the architectural control committee shall consist of the following:

A minimum of two individuals, appointed by and from the Homeowners Association Board of Directors,

who shall act in that capacity from their date of appointment(s) until the annual election of board members to be held pursuant to the Homeowners Association bylaws.

**E-2. PROCEDURE:** In addition to any specific references herein, all new construction, structural additions and/or remodeling, sheds, fences, decks, greenhouses, or other structures of any kind shall require the written approval of the Architectural Control Committee. The lot owner shall provide the Committee with the complete construction plans, elevations, and plot plan showing any proposed buildings or improvements, all existing buildings and/or fences, lot lines, easements, waste water systems and other necessary information at least fourteen (14) days prior to planned start of construction.

**E-3 RESPONSE TIME:** The Committee must notify the applicant in writing of approval/disapproval within 30 calendar days after receipt of a complete approval application. If the Committee fails to respond in writing within the 30 day period, the plans shall be deemed approved ONLY if they otherwise conform to the express conditions of these covenants, and do not violate any applicable Borough, State, or City requirements, AND construction conforms to FHA standards in effect as of the start date of construction.

**E-4 RESPONSIBILITY:** An approval by the Committee is not purported to be an approval by any other entity. It is the lot owner's sole responsibility to determine what other approvals are necessary and to acquire those approvals.

**E-5 APPROVAL:** The Architectural Control Committee shall approve an application if it fully complies with these covenants and is consistent with the architecture of the neighborhood. In matters of discretion, the Committee shall not unreasonably withhold approval, rather it shall apply standards that have been developed and recorded as Addendum I to these covenants. Should the occasion arise whereupon construction of a reasonable nature cannot commence in accordance with the aforementioned standards, but would still be compliant with these covenants, the Architectural Committee is empowered to apply to the full Board of Directors to grant a construction variance. The variance must be approved by the full Board.

## **PART E - ADDENDUM I**

**I. DESCRIPTION:** The following is a set of architectural standards that has been ratified by majority vote the membership of the Equestrian Acres Homeowners Association, pursuant to its bylaws. It is the express intent of the Homeowners Association that its Architectural Committee utilize these standards when considering all applications for construction of projects to which these standards apply. In this way, all project applications shall be held to the same standards, thus insuring the construction intentions of all lot owners are reviewed in a fair and impartial manner. This document is an addendum to "PART E" of the "Protective Covenants, Conditions, and Restrictions for the Equestrian Acres Subdivision, Phases I, II, III, and Equestrian Glen", and its provisions constitute the requirements of PART C, Section C-5. Its content shall remain in effect for a term to run concurrently with that of "PARTS C and E."



## II. ARCHITECTURAL STANDARDS:

### a.) HOME CONSTRUCTION-PHASES I, II - MINIMUM REQUIREMENTS FOR APPROVAL:

\*\*\*All exterior colors must be approved prior to their use\*\*\*

1. Home must have appraised value in excess of \$125,000 (exclusive of lot & septic system)-  
 \*\*Example: lot @ \$22,500; Septic @ \$5,000; Home @ \$125,000 = \$152,500\*\*  
 \*\*value to be indexed upon 2001 costs\*\*
2. Home must be a single family residence only.
3. Home must have exterior completed within 6 months and be 100% complete within 12 months
4. Home must conform to the following size requirements:  
 Single Story Structure - 1600 Sq. Ft. finished living space (not including garage).  
 Two story or Tri-level Structures- 1800 Sq. Ft. finished living space (not including garage), of which 1000 Sq. Ft. must be ground level.
5. Home must meet current FHA standards (in effect as of start date of project).
6. Home must have (2) car garage (either double-width single door, or two single-width doors).
7. Home must have asphalt or concrete driveway, under which in the drainage ditch portion there be placed a drainage feature of a size and type required by the Mat Su Borough upon permit application.
8. Home must be situated upon the lot such that it is no nearer to the front lot line than 30 ft.; the side lot line(s) than 20 ft.; and the rear lot line than 25 ft.
9. Prohibitions as follows:
  - No garage -dominant style architecture is permitted.
  - No "box style" architecture is permitted.
  - No portion of the exterior of the home may be left unfinished.
  - No T-111, or similar vertically striated sheet siding is permitted on any frontward -facing exterior wall
  - No metal or atypical roofing materials

### b.) HOME CONSTRUCTION- PHASE III -MINIMUM REQUIREMENTS FOR APPROVAL:

- 1.\*\*\*All Exterior colors must be approved prior to use\*\*\*
2. Home must have appraised value in excess of \$125,000 (exclusive of lot & septic system)-  
 \*\*Example: lot @ \$22,500; Septic @ \$5,000; Home @ \$125,000 = \$152,500\*\*  
 \*\*value to be indexed upon 2001 costs\*\*
3. Home must be a single family residence only.
4. Home must be 100% completed within 12 months of the start of construction.
5. Home must conform to the following size requirements:  
 Single Story Structure - 1450 Sq. Ft. finished living space (not including garage).  
 Two Story Structure- 1600 Sq. Ft. finished living space (not including garage).  
 Tri-Level Structure- 1600 Sq. Ft. finished living space (not including garage),  
 of which 1200 sq. ft. must be finished and above grade.
6. Home must meet current FHA standards (in effect as of start date of project).
7. Home must have (2) car garage (either double-width single door, or two single-width doors).
8. Home must have asphalt or concrete driveway, under which in the drainage ditch portion there be placed a drainage feature of a size and type required by the Mat Su Borough upon permit application.
9. Home main entrance must be on the ground level.
10. Home must be situated upon the lot such that it is no nearer to the front lot line than 30 feet; the side lot line(s), 20 feet; the rear lot line, 25 feet.
11. Prohibitions as follows:
  - No garage -dominant style architecture is permitted.
  - No "box style" architecture is permitted.
  - No portion of the exterior of the home may be left unfinished.
  - No T-111, or similar vertically striated sheet siding is permitted on any frontward -facing exterior wall.
  - no metal or atypical roofing materials

### c.) HOME CONSTRUCTION-EQUESTRIAN GLEN-MINIMUM REQUIREMENTS FOR APPROVAL

1. \*\*\*All Exterior colors must be approved prior to their use\*\*\*
2. Home must have appraised value in excess of \$150,000 (including lot & septic system)\*value to be indexed based upon 2001 costs\*
3. Home must be a single family residence only.





4. Home must be 100% completed within 12 months of the start of construction; Exterior complete within 6 months of start date.
5. Home must conform to the following minimum size requirements:
 

Single Story Structure -	1450 Sq. Ft. finished living space (not including garage).
Two Story Structure-	1600 Sq. Ft. finished living space (not including garage).
Tri-Level Structure/-	1600 Sq. Ft. gross living space (not including garage),
Split-Entry	of which 1200 Sq. Ft. must be finished.
Ranch w/basement-	1600 Sq. Ft. gross living space (not including garage)
	of which 1300 sq. Ft. must be finished AND above grade.
6. Home must meet current FHA standards (in effect as of start date of project).
7. Home must have (2) car garage (either double-width single door, or two single-width doors).
8. Home must have asphalt or concrete driveway, under which in the drainage ditch line portion there be placed a drainage feature of a size and type required by the Mat Su Borough upon permit application.
9. Home must be situated upon the lot such that it is no nearer to the front lot line than 30 ft.; street- side lot line(s) than 25 ft.; interior lot line(s) than 10 ft.; and the rear lot line than 25 ft.
10. Prohibitions as follows:
  - No portion of the exterior of the home may be left unfinished.
  - No T-111, or similar vertically striated sheet siding is permitted on any frontward-facing exterior wall.
  - No metal or atypical roofing materials

d.) SHED/OUT BLG CONSTRUCTION-ALL PHASES-MINIMUM REQUIREMENTS FOR APPROVAL:

1. Project must be complete within 6 months of start date.
2. Shed must be made from wood, and be of comparable exterior quality to your home **\*\*NO METAL SHEDS, OR TEMPORARY STRUCTURES ARE PERMITTED**
3. Shed dimensions must not exceed 15' x 15' gross area, or 12' in height
4. Shed roof must be composed of asphalt (comp) shingles, or shakes which compliment the roofing material of your home. **\*\*NO METAL ROOFING, OR TAR PAPER etc. IS PERMITTED\*\***
5. Shed must be painted or stained to match or compliment the color of your home
6. Shed must be placed upon pier blocks, a permanent foundation, or posts/pilings anchored by concrete.
7. Shed **MUST** be positioned such that the no part of it is located further forward on the property than the ridge point (peak of the roof) of your home. i.e. generally must be located in back yard.
8. Shed must be positioned no nearer than twenty-five (25) feet from any rear lot line; thirty (30) feet from any front lot line; or twenty (20) feet from any interior lot line.

e.) FENCE CONSTRUCTION-ALL PHASES-MINIMUM REQUIRMENTS FOR APPROVAL:

1. Project must be complete within 6 months of start date.
2. Fence must be made from wood, and be painted, stained, and/or clear-coated as appropriate. **\*\*NO CHAINLINK (CYCLONE), VINYL, OR "RECYCLED PRODUCT" FENCING IS PERMITTED; NO TEMPORARY FENCING IS PERMITTED.**
3. **CHAINLINK DOG KENNELS ARE PERMITTED ONLY IF THEY ARE NOT PERMANENTLY AFFIXED TO THE GROUND, AND ARE KEPT FROM STREET VISIBILITY.**
4. Fence can be no taller than seven (7) feet, and no shorter than three (3) feet.
5. Fence may not exceed three feet in that portion which extends along any front lot line. It is the intention of the Association to avoid "compound perimeter" fencing.
6. Fence must not encroach upon any utility, Borough, State, or Homeowners Association easement.
7. **\*\*\*If fence is to be a partition behind which a camper, motorhome, etc. is to be placed, it MUST be completed within SIXTY (60) DAYS of start date.**



## **PART F: TERM, ENFORCEMENT, AND SEVERABILITY**

**F-1 TERM:** These covenants are to run with the land for a period of thirty-five (35) years, to commence on the date of their recording, and shall be binding on all parties and all persons claiming under them. The owners of two-thirds (2/3) majority of the lots in the totality of Equestrian Acres, Phases I, II, III and Equestrian Glen can make additions, deletions, or amendments to these covenants as provided for in the bylaws of the Equestrian Acres Homeowners Association, Inc.

However, nothing contained herein shall be construed to allow the owners of a two-thirds (2/3) majority of the lots to amend these covenants so that the Homeowners Association is relieved of its perpetual obligation to provide for the maintenance and continued operation of existing street lighting, or so that the private water utility is relieved of its obligation to provide water and maintain the water distribution system for Equestrian Acres, Phases I, II, III, and Equestrian Glen.

However, in the event a political subdivision of the State of Alaska enters into an agreement with the Homeowners Association and/or the private water utility whereby it will assume responsibility for lighting and the provision of water and maintenance of the water distribution system, the Homeowners Association and the private water utility shall then be relieved of the responsibility of performing their respective obligations, as described above.

**F-2 ENFORCEMENT:** An action to enforce these covenants may be brought by any lot owner or group of lot owners including, but not limited to, the Homeowners Association.

**F-3 SEVERABILITY:** Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**THE FOREGOING COVENANTS, CONDITIONS, AND RESTRICTIONS ARE BEING RECORDED FOR THE BENEFIT OF ALL PRESENT AND FUTURE RESIDENTS OF EQUESTRIAN ACRES, PHASES I, II, AND III, AND EQUESTRIAN GLEN.**

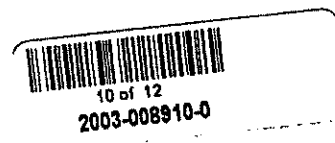
DATED THIS 4TH DAY OF APRIL, 2003

**EQUESTRIAN ACRES HOMEOWNERS ASSOCIATION, INC.**

By: [Signature]  
Charles Leet, President

By: [Signature]  
Jeff Brockbill, Vice President

By: [Signature]  
Andrew Evans, Secretary/Treasurer



STATE OF ALASKA                 )  
THIRD JUDICIAL DISTRICT       )SS.

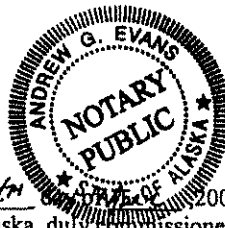
THIS IS TO CERTIFY that on the 4 day of April, 2003, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared CHARLES LEET, who is known to me and to me known to be the President of EQUESTRIAN ACRES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a corporation, and known to me to be the person who executed the above and foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year herein above last written.



Cynthia J. Wisdom  
Notary Public in and for Alaska  
My Commission Expires: 12/20/04

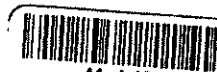
STATE OF ALASKA           )  
THIRD JUDICIAL DISTRICT         )SS.



THIS IS TO CERTIFY that on the 27th day of June, 2003, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared JEFF BRAKEBILL, known to me and to me known to be the Vice President of EQUESTRIAN ACRES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a corporation, and known to me to be the person who executed the above and foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year herein above last written.

Notary Public in and for Alaska  
My Commission Expires: 2/1/00



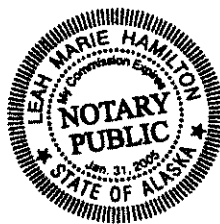
STATE OF ALASKA )

)SS.

THIRD JUDICIAL DISTRICT )

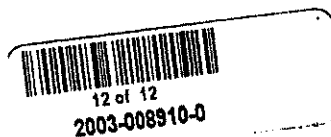
THIS IS TO CERTIFY that on the 04 day of April, 2003, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared ANDREW EVANS, known to me and to me known to be the Treasurer of EQUESTRIAN ACRES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a corporation, and known to me to be the person who executed the above and foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year herein above last written.



*Leah Marie Hamilton*  
 Notary Public in and for Alaska  
 My Commission Expires: 1/31/05

**RETURN TO: EQUESTRIAN ACRES HOMEOWNERS ASSOCIATION**  
**P.O. BOX 3665 PALMER, ALASKA 99645**



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**AMENDMENT TO:**  
**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**  
**EQUESTRIAN ACRES, PHASES I, II, III, AND EQUESTRIAN GLEN**  
**SUBDIVISIONS, as recorded with the Palmer Recording District; Third Judicial**  
**District; State of Alaska as Document No. 2003-008910-0**

**Whereas,** The Board of Directors of Equestrian Acres Homeowners Association, Inc., has been duly authorized by the owners of the properties comprising Equestrian Acres Phases I, II, and III, and Equestrian Glen, by majority vote pursuant to the bylaws of the Equestrian Acres Homeowners Association, Inc. to act in their behalf, and to represent them, and

**Whereas,** Equestrian Acres Phase III-F, as identified by the official plat thereof, filed as Plat No. 2003-75 on July 7, 2003 with the palmer Recording District, has been admitted to the Equestrian Acres Homeowners Association, Inc.

**Now, Therefore,** the undersigned desires to amend the Protective Covenants, Conditions, and Restrictions for Equestrian Acres, Phases I, II, III, and Equestrian Glen -Part A, as follows:

**The entire document, recorded as Document No. 2003-008919-0 shall apply to all development phases recorded thereon and Equestrian Acres Phase IIIF, filed as Plat No. 2003-75; Palmer Recording District; Third Judicial District; State of Alaska.**

And,

Part B, as follows:

**The entire document, recorded as Document No. 2003-008919-0 shall remain enforceable over the area of application recorded thereon and:**

*filed AS PLAT NO. 2003-75, PALMER REC. DIST.*

**Equestrian Acres Phase IIIF** *✓* **Lots Ten (10) through Sixteen (16), Block Eight (8); Lots Fifteen and Sixteen (15 & 16), Block Nine (9).**

DATED THIS 7<sup>TH</sup> DAY OF JULY, 2003

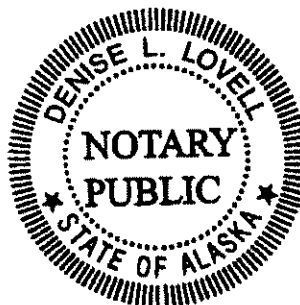
EQUESTRIAN ACRES HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Andrew Evans, Treasurer

STATE OF ALASKA )  
 )  
THIRD JUDICIAL DISTRICT)

SS.



THIS IS TO CERTIFY THAT ON JULY 7, 2003 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR ALASKA, DULY COMMISSIONED AND SWORN AS SUCH, PERSONALLY APPEARED ANDREW EVANS, WHO IS KNOWN TO ME AND TO ME KNOWN TO BE THE TREASURER OF EQUESTRIAN ACRES HOMEOWNERS ASSOCIATION, INC., A CORPORATION, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR HEREIN ABOVE LAST WRITTEN.

RETURN TO:

EANA

PO 3265  
PALMER AK  
99645

Denise L. Lovell  
NOTARY PUBLIC IN AND FOR ALASKA

MY COMMISSION EXPIRES: February 6, 2007



2 of 2

2003-021384-0

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**AMENDMENT TO:**  
**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**  
**EQUESTRIAN ACRES, PHASES I, II, III, AND EQUESTRIAN GLEN**  
**SUBDIVISIONS, as recorded with the Palmer Recording District; Third Judicial**  
**District; State of Alaska as Document No. 2003-008910-0**

**Whereas,** The Board of Directors of Equestrian Acres Homeowners Association, Inc., has been duly authorized by the owners of the properties comprising Equestrian Acres Phases I, II, and III, and Equestrian Glen, by majority vote pursuant to the bylaws of the Equestrian Acres Homeowners Association, Inc. to act in their behalf, and to represent them, and

**Whereas,** Equestrian Acres Phase III-F, as identified by the official plat thereof, filed as Plat No. 2003-75 on July 7, 2003 with the palmer Recording District, has been admitted to the Equestrian Acres Homeowners Association, Inc.

**Now, Therefore,** the undersigned desires to amend the Protective Covenants, Conditions, and Restrictions for Equestrian Acres, Phases I, II, III, and Equestrian Glen -Part A, as follows:

**The entire document, recorded as Document No. 2003-008919-0 shall apply to all development phases recorded thereon and Equestrian Acres Phase IIIF, filed as Plat No. 2003-75; Palmer Recording District; Third Judicial District; State of Alaska.**

And,

Part B, as follows:

**The entire document, recorded as Document No. 2003-008919-0 shall remain enforceable over the area of application recorded thereon and:**

**Equestrian Acres Phase IIIF, filed as Plat No. 2003-75 with the Palmer Recording District, – Lots Eight (8) through Fourteen (14), Block Nine (9).**

DATED THIS 3rd DAY OF NOVEMBER, 2003

EQUESTRIAN ACRES AND EQUESTRIAN GLEN HOMEOWNERS  
ASSOCIATION, INC.

By:

  
Andrew Evans, Treasurer

RETURN TO: EANA  
PO 3665  
PALMER, AK  
99645

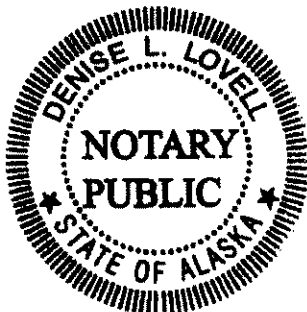
STATE OF ALASKA )

SS.

)  
THIRD JUDICIAL DISTRICT)

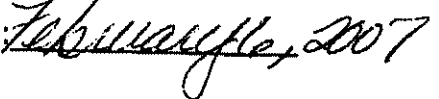
THIS IS TO CERTIFY THAT ON NOVEMBER 3, 2003 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR ALASKA, DULY COMMISSIONED AND SWORN AS SUCH, PERSONALLY APPEARED ANDREW EVANS, WHO IS KNOWN TO ME AND TO ME KNOWN TO BE THE TREASURER OF EQUESTRIAN ACRES HOMEOWNERS ASSOCIATION, INC., A CORPORATION, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR HEREIN ABOVE LAST WRITTEN.



  
NOTARY PUBLIC IN AND FOR ALASKA

MY COMMISSION EXPIRES:

  
February, 2007



2 of 2

2003-033106-0



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**AMENDMENT TO:**  
**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**  
**EQUESTRIAN ACRES, PHASES I, II, III, AND EQUESTRIAN GLEN**  
**SUBDIVISIONS, as recorded with the Palmer Recording District; Third Judicial**  
**District; State of Alaska as Document No. 2003-008910-0**

Whereas, The Board of Directors of Equestrian Acres Homeowners Association, Inc., has been duly authorized by the owners of the properties comprising Equestrian Acres Phases I, II, and III, and Equestrian Glen, by majority vote pursuant to the bylaws of the Equestrian Acres Homeowners Association, Inc. to act in their behalf, and to represent them, and

Whereas, Equestrian Acres Phase III-C, as identified by the official plat thereof, filed as Plat No. 2004-1 on January 5, 2004 with the palmer Recording District, has been admitted to the Equestrian Acres Homeowners Association, Inc.

Now, Therefore, the undersigned desires to amend the Protective Covenants, Conditions, and Restrictions for Equestrian Acres, Phases I, II, III, and Equestrian Glen -Part A, as follows:

The entire document, recorded as Document No. 2003-008919-0 shall apply to all development phases recorded thereon and Equestrian Acres Phase IIIC, filed as Plat No. 2004-1; Palmer Recording District; Third Judicial District; State of Alaska.

And,

Part B, as follows:

The entire document, recorded as Document No. 2003-008919-0 shall remain enforceable over the area of application recorded thereon and:

Equestrian Acres Phase IIIC, filed as Plat No. 2004-1 with the Palmer Recording District, - Lots One (1) through Eight (8), Block Eleven (11); Lots One (1) through Six (6), Block Thirteen (13).

RETURN TO: EANA  
PO Box 3665  
Palmer, AK 99445

DATED THIS 12th DAY OF JANUARY, 2004

EQUESTRIAN ACRES AND EQUESTRIAN GLEN HOMEOWNERS  
ASSOCIATION, INC.

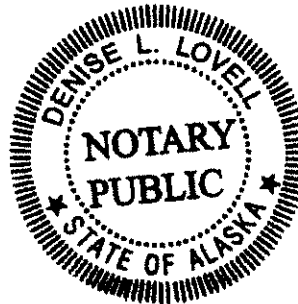
By:

  
Andrew Evans, Treasurer

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT)

SS.



THIS IS TO CERTIFY THAT ON JANUARY 12, 2004, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR ALASKA, DULY COMMISSIONED AND SWORN AS SUCH, PERSONALLY APPEARED ANDREW EVANS, WHO IS KNOWN TO ME AND TO ME KNOWN TO BE THE TREASURER OF EQUESTRIAN ACRES HOMEOWNERS ASSOCIATION, INC., A CORPORATION, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO  
SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR  
HEREIN ABOVE LAST WRITTEN.

  
NOTARY PUBLIC IN AND FOR ALASKA

MY COMMISSION EXPIRES:

February 16, 2007



2 of 2

2004-001582-0