



2006-002137-0

Recording Dist: 311 - Palmer

1/25/2006 10:51 AM Pages: 1 of 18

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOUNTAIN RANCH ESTATES

AFTER RECORDING, RETURN TO:

Law Offices of James H. McCollum, LLC
510 L Street, Suite 540
Anchorage, Alaska 99501-1959

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

MOUNTAIN RANCH ESTATES

**ARTICLE I
SUBMISSION: DEFINED TERMS**

Section 1.01. Submission of Real Estate

Jess Hall, whose address is P.O. Box 1987 Palmer, Alaska 99645 ("Declarant"), owner in fee simple of the real estate more particularly described in **Schedule A-1** located in the Palmer Recording District, Third Judicial District, State of Alaska, hereby declares that all the property described in Schedule A-1 shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1.02. Defined Terms. The following words and phrases shall have the following meanings:

Section 1.02.1. Declarant. Jess Hall and his successors and assigns

Section 1.02.2. Declaration. This document including any amendments.

Section 1.02.3. Developer. Jess Hall and his successors and assigns

Section 1.02.4. Documents. This Declaration and any amendments, any exhibits, schedules or certifications accompany the Declaration.

Section 1.02.5. Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified a Lot Owner in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot.

Section 1.02.6. Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the Lots, including but not limited to, trees and shrubbery planted by the Declarant or individual Lot Owners.

Section 1.02.7. Lot. A platted lot in Mountain Ranch Estates.

Section 1.02.8. Lot Owner. The Declarant or other Person who owns a Lot including contract sellers, their legal representatives, heirs, successors or assigns. Lot Owner does not include a Person having an interest in a Lot solely as security for an obligation. Lot Owners shall include condominium unit owners.



Section 1.02.9. Homeowners Association. At the date of this Declaration there is no Homeowners Association for the benefit of all Lot Owners.

Section 1.02.10. Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.02.11. Property. The land described in Schedule A-1, all Improvements, rights and appurtenances, which have been submitted to the provisions of this Declaration.

Section 1.02.12. Security Interest. An interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE II

DESCRIPTION OF REAL ESTATE

Section 2.01. Real Estate

The Property is located in the Palmer Recording District, Third Judicial District, State of Alaska. The legal description of the property is described in **Schedule A-1**.

ARTICLE III

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 3.01. Use and Occupancy Restrictions

The following use restrictions apply to all Lots in Mountain Ranch Estates

Section 3.02. Lot Use and Dwelling Type

One detached single-family residential dwelling is permitted on each Lot in Phase 1 and Phase 2. If the Declarant adds Phase 3 to the Property, duplex structures containing two (2) dwelling Units are permitted on each Phase 3 Lot. Professional or business uses may be conducted in a dwelling provided that the uses are incidental to the use of the dwelling for residential purposes. Non-residential activities shall comply with governmental regulations addressing home occupations. No signs may indicate in any way that a nonresidential activity is being conducted. No Lot may be used for bed and breakfast, transient, hotel or motel purposes.

No dwelling or structure shall be erected, altered, placed or permitted to remain on any Lot other than the following structures, which shall be subject to Article IV "General Architectural Restrictions" and all other terms and provisions of this Declaration:



1. Minimum living area shall be 860 square feet. Each dwelling shall have siding. At least one side of each dwelling shall be finished with siding which is of a grade superior than T1-11.
2. Each dwelling may have a shed, garage or both, the structure, color and architectural appearance of which shall complement the structure and architectural appearance of the dwelling. The height of a shed or garage structure is restricted to one-story in height.
3. A greenhouse, garden/tool shed, children's playhouse, doghouse/dogpen or like structure. No more than two (2) such structures are permitted in the rear yard of a dwelling. Each structure shall not exceed two hundred (200) square feet in area or one story in height.
4. Retaining walls.
5. Fences, gates, and associated structures are restricted to six (6) feet in height.
6. A driveway which shall be either paved or surfaced in D-1 rock, or ¾ minus gravel.

Section 3.03. No Lot Division

No lot or lots in the Mountain Ranch Estates shall be re-subdivided.

Section 3.04. Signs

No sign or billboard of any kind shall be displayed to the public view on any portion of the Mountain Ranch Estates except such signs as may be used by the Declarant or its sales agents in connection with the development of the Property and sale of the Lot, provided, however, that a Lot owner may display on his Lot, a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards as to the size, color, shape or other qualification for permitted signs. Additionally, there may be two signs or monuments located near road entrances to the Property prominently and tastefully identifying Mountain Ranch Estates.

Section 3.05. Dwelling Location

Each dwelling shall conform to all State of Alaska and Matanuska Susitna Borough setback requirements. Structures listed in Section 3.02 (5) above shall be located within the rear yard area of each Lot.

Section 3.06. Landscaping

All lots shall be tastefully landscaped; lawns shall be seeded beginning the first full growing season after commencement of construction and shall be continuously maintained. No



excavation, grading, trenching, clearing, cutting, filling, building or disturbance to the soil any sort shall be made to the topography of any lot that causes a change in the natural drainage. No owner shall be permitted to clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as the maximum natural beauty and aesthetic value provide by trees is retained.

Section 3.07. Fences and Sight Distances at Intersections

No fence of any kind may be installed in violation of any State statute, City Ordinance or Borough regulation presently enacted or as may be hereafter amended. No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2 ft) and six feet (6 ft) above the roadways shall be placed or permitted to remain on any corner lot within ten feet (10 ft) of the property line extending back twenty-five feet (25 ft) from the corner. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is continuously maintained at sufficient height to prevent obstructions of such sight lines.

Section 3.08. Nuisance

No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective Lot.

Section 3.09. Temporary Structures

No structure of a temporary character, trailer, mobile homes, Quonset huts, lean-tos, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Lot at any time, either temporarily or permanently. This provision does not include storage for equipment and material during the construction period.

Section 3.10. Inoperable Vehicles

No inoperable vehicle shall be parked upon any lot or easement adjacent to any lot in the Property. A vehicle temporarily inoperable and held for repair by the owner or under the owner's direction for a period not to exceed sixty (60) days (subject to availability of parts) shall not be considered a violation of this provision.

Section 3.11. Animals

No animals, sled dogs, livestock or poultry of any kind, shall be raised, bred or kept upon the Property, except that dogs, cats or other household pets may be kept on the Property, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonably large numbers. In no case shall there be more than two (2) dogs or two (2) cats allowed in or about any Lot. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Property except within a Lot.



Section 3.12. Sewage

No individual sewage or septic disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation and/or Matanuska-Susitna Borough and/or State Alaska Department of Health or any other authority that may have jurisdiction at the time of installation of such system.

Section 3.13. Refuse

Refuse, trash, garbage or other waste shall be disposed of only by depositing same in sanitary covered containers and shall be disposed of on a regular basis. No lot shall be used for or maintained as a dumping ground for refuse. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

Section 3.14. Oil and Mineral Rights

No oil drilling, oil development operations, oil refining, gravel pits, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.

Section 3.15. Antennae and Satellite Dishes

(i) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

(ii) Acceptable Locations. Subject to the requirements contained in Section 3.15(i) above, satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference).

- (A) Inside the dwelling structure.
- (B) On the dwelling roof.
- (C) Within the yard area.

(iii) Satellite and Antennae Location. Satellite dishes and antennas shall not encroach beyond the Lot boundary line.

(iv) Satellite Wiring. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the dwelling. No loose



sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner.

(vi) Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the dwelling.

(vii) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Lots.

(viii) Maintenance. Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

Section 3.16. Drainage

The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales or storm drains is not permitted. No structures, plantings or other materials shall be placed or permitted to remain which may damage, interfere with or significantly change the direction of flow of drainage channels.

Section 3.17. Maintenance

Improvements shall be maintained at all times in a good workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Maintenance of improvements and fences shall be done before there is noticeable fading, cracking, blistering or loss of finish on any surface.

Section 3.18. Rental

Dwellings may be rented by the Owner, provided that the Owner ensures that the tenants comply fully with each and every relevant Restriction, in the same manner as if said tenants were the record owners of the Lot.

Section 3.19. Fire Protection Measures

To reduce the likelihood of wildfire, it is recommended that all Lot Owners should take the following steps:

- (a) Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.
- (b) From June 15 to October 15 annually, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot.
- (c) Trees over twenty feet (20') in height shall be trimmed of branches less than six feet (6') from the ground, to prevent such branches acting as a ladder carrying fire into the crown of a tree.



- (d) Do not store combustible materials under decks.

Section 3.20. Derogation of Laws

All Owners and occupants of Lots and any guests shall comply with all applicable city, borough, state and federal laws and regulations. In case of conflict with said laws and regulations, and this Declaration, the more restrictive of the two shall control. Provided, however that this Declaration shall not be construed to require violation of any applicable law or regulation.

ARTICLE IV
GENERAL ARCHITECTURAL RESTRICTIONS

Section 4.01. Scope of Review

The Declarant shall be the initial and sole authority on Architectural Restrictions until such time the Declarant no longer has any Lots or construction projects remaining in the Property. In order to preserve the value, attractiveness, livability and desirability of Mountain Ranch Estates, certain subjective qualities must be controlled such as exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed improvements with topography of Mountain Ranch Estates. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual lot owners. Therefore the Declarant shall review these subjective aspects of proposed improvements, as generally described above, and shall use his judgment to determine whether or not said Improvements are consistent with the value, attractiveness, livability and desirability of Mountain Ranch Estates. The Declarant may in his sole and absolute discretion, withhold or condition his approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The Declarant may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the Declarant shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

ARTICLE V
AMENDMENTS

Section 5.01. General

This Declaration may be amended only by vote or agreement of sixty-seven percent (67%) of the Lot Owners. Any such amendment shall be recorded and shall contain the certification therein that the Lot Owners have voted in favor of the same in accordance with the Declaration. Any such amendment shall further be signed by the Lot Owners voting in favor thereof. Neither the Association (if an Association has been formed) nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any rights afforded the Declarant without the prior written consent of the Declarant, until such time as the Declarant no longer owns



any Lot or any security interest in any Unit. Earlier termination of certain rights may occur by statute.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01. Enforcement

This Declaration shall inure to the benefit of and be enforceable by the record Lot Owner or Lot Owners of the Property and/or the future additions to the Property, and the legal representatives, heirs, successors or assigns of owners of interests in any such land. Lot Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Mountain Ranch Estates shall include Mountain Ranch Estates as initially created and as it may be subsequently enlarged by any additions pursuant to Article IX of the Declaration.

Section 6.02. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 6.03. Term

The covenants and restrictions in this Declaration shall run with and bind the land for a term of thirty-five (35) years, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions in this Declaration shall run with Mountain Ranch Estates and shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. This Declaration shall inure to the benefit of, and be enforceable by, the record Lot Owner or Owners, including the Declarant, their legal representatives, heirs, successors or assigns.

Section 6.04. Waiver

A failure by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent to said breach, nor shall such failure give rise to any claim or cause against any Lot owners or the Declarant.

Section 6.05. Failure by Lot Owner to Comply

Failure by any Lot Owner to comply with any covenant or restriction herein contained shall give rise to a cause of action by any aggrieved Lot Owner for the recovery of damages or for injunctive relief or both.



Section 6.06. Additions to Mountain Ranch Estates

This Declaration and the covenants, conditions and restrictions established hereunder may be extended by the Declarant to encompass additions to Mountain Ranch Estates by recording of documents indicating such extension applies.

Section 6.07. Homeowners Association.

Lot Owners may choose to form a Homeowners Association for the use and benefit of the individual Lot Owners, upon a vote or agreement of at least sixty percent (60%) of Lot Owners within Mountain Ranch Estates.

ARTICLE VII
ADDITIONS TO MOUNTAIN RANCH ESTATES

Section 7.01. Additions to Mountain Ranch Estates

(a) Declarant shall have the right, in his absolute and sole discretion, to add additional real property to Mountain Ranch Estates, so that it shall become subject to and restricted by this Declaration. The Declarant has created sixty-five (65) lots and Tract A, in Phase 1 of Mountain Ranch Estates as described in Schedule A-1 and as shown on the Plat in Schedule A-2. Phase 2 may contain approximately sixty-eight (68) lots.

(b) If Phase 3, is added to the Property, the Declarant shall have the right to create duplex style condominium units on the sixty-eight (68) Lots contained in Phase Three. If the Declarant were to develop all sixty-eight (68) lots in Phase 3 as duplex-style condominium units, there may be a maximum of one-hundred and thirty-six (136) dwellings situated on the sixty-eight (68) lots. If condominium units are created within duplex structures then they shall have the boundaries set forth in a declaration submitting those Units to the Alaska Common Interest Ownership Act. A condominium unit is a unit in a portion of a Common Interest Community that is a condominium project subject to the provisions of the Alaska Common Interest Ownership Act, AS 34.08.

(c) The Master Plan for Mountain Ranch Estates may contain one hundred and thirty-three (133) Lots within Phase 1 and Phase 2. If the Declarant exercises the right to add Phase 3, the Property may contain a maximum of Two-Hundred and one (201) Lots.

(d) Additions/Phases to Mountain Ranch Estates shall be made by supplementary amendment to the Declaration containing such modifications to the provisions of this Declaration as may be necessary to reflect the different character, if any, of the addition to Mountain Ranch Estates. The Declarant reserves the right to prescribe use, occupancy and alienation restrictions, including architectural control standards for the Lots that will be added in Phase 3. Architectural control standards may be varied for designated portions of the Community provided that the standards are aesthetically compatible with other architectural control standards in the remainder of the Community. An amendment to the Declaration shall be signed by the Declarant and by all the record owners of the additional property being added to the Property, and duly recorded in the Palmer Recording District. The additional property shall expressly be made subject to this



Declaration (with any appropriate modifications) as described above and shall thereafter be deemed to be part of Mountain Ranch Estates for the purposes of applicability and functioning of this Declaration.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. Captions

The captions contained in the Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration, nor the intent of any provision thereof.

Section 8.02. Effective Date

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed, this

25 day of January, 2006.

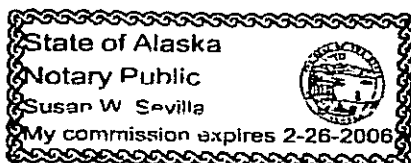
DECLARANT: Jess Hall

By: [Signature]
Jess Hall

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25th day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **JESS HALL**, known to me to be the individual who executed the foregoing document.

WITNESS my hand and notary seal the day and year first hereinabove written.



[Signature]
Notary Public in and for Alaska
My commission expires: 2-26-2006

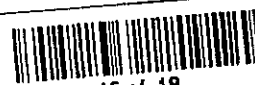


SCHEDULE A-1
DESCRIPTION OF LAND

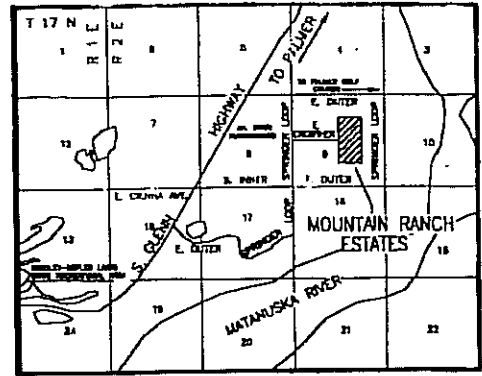
Lots 1-6, Block 8; Lots 1-14, Block 9; Lots 1-17, Block 10; Lots 1-12, Block 7; Lot 1, Block 1; Lots 13-24, Block 6; Lots 12-14, Block 4 and Tract A, MOUNTAIN RANCH ESTATES according to Plat No. 2006-5, at Serial Recording No. 2006-001574-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.



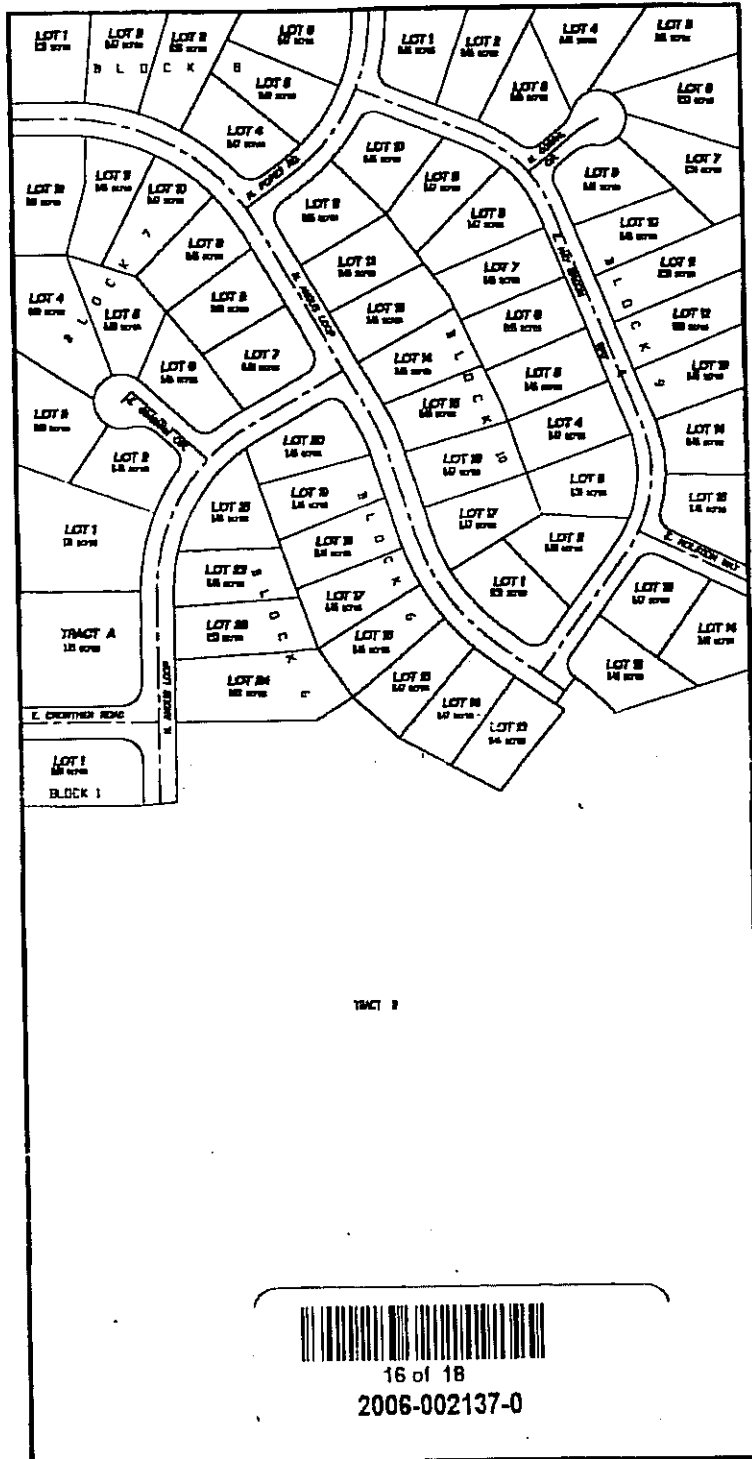
SCHEDULE A-2
PLAT



MOUNTAIN RANCH ESTATES PHASE 1



VICINITY MAP

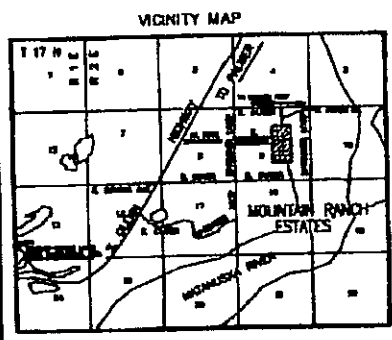
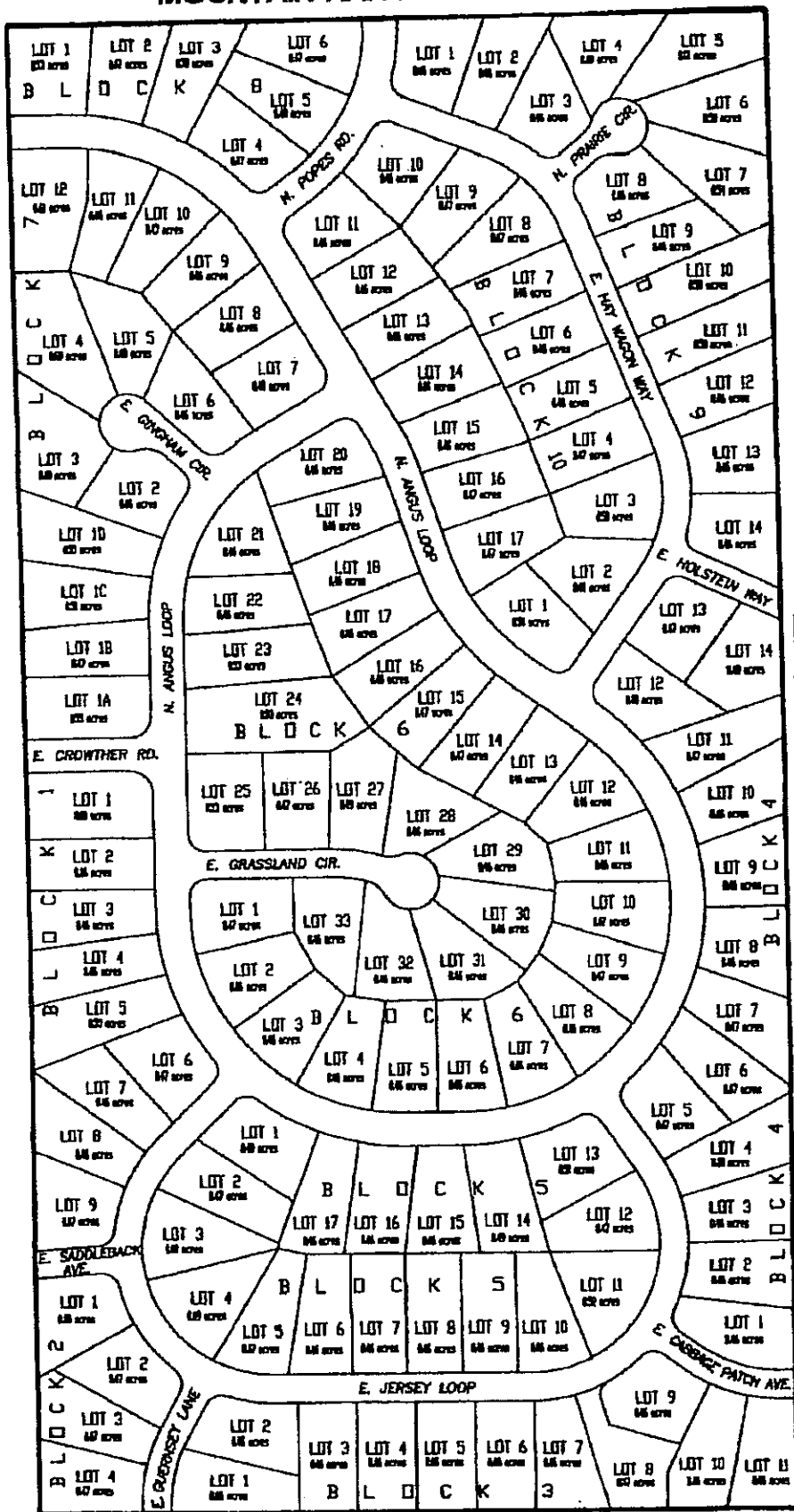


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SCHEDULE A-3
MASTER PLAN



MOUNTAIN RANCH ESTATES





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Recording Dist: 311 - Palmer

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AMENDMENT NO. 1 TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOUNTAIN RANCH ESTATES
ADDING CERTAIN LOTS
PALMER RECORDING DISTRICT

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Suite 540
Anchorage, Alaska 99501-1959

AMENDMENT NO 1. TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOUNTAIN RANCH ESTATES

ADDING CERTAIN LOTS

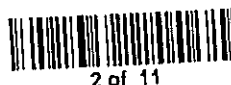
Jess Hall, a married person, whose mailing address is P. O. Box 1987, Palmer, Alaska 99645, "Declarant" under that certain Declaration for Covenants, Conditions and Restrictions for Mountain Ranch Estates, dated January 25, 2006, and recorded on the 25th of January, 2006, under Serial No. 2006-002137-0, in the Palmer Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to the right to add additional real property to Mountain Ranch Estates reserved in Article VII of the Declaration, does hereby amend the Declaration and does hereby submit the real property described below to the Declaration, together with **Chance C. Cole and Jessica C. Cole**, as the owners of Lot 1C, Block 7, Mountain Ranch Estates, according to the official plat thereof, filed under the Plat Number 2006-73, Serial No. 2006-012516-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, do hereby submit Lot 1C, Block 7, to the provisions of the Declaration, together with **Lloyd J. Marlow, Jr.**, as the owner of Lot 1A, Block 7, Mountain Ranch Estates, according to the official plat thereof, filed under the Plat Number 2006-73, Serial No. 2006-012516-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, does hereby submit Lot 1A, Block 7, to the provisions of the Declaration, and together with the **Michael S. Anderson**, as the owner of Lot 1D, Block 7, Mountain Ranch Estates, according to the official plat thereof, filed under the Plat Number 2006-73, Serial No. 2006-012516-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, does hereby submit Lot 1D, Block 7, to the provisions of the Declaration

WHEREAS, the Declarant has the power pursuant to Article VII of the Declaration to add the following lots to the Community;

- a) Additional Phase 1 Lot. Lot 1B, Block 7, according to Plat 2006-73, Palmer Recording District; and
- b) Phase 2 Lots. Seventy-two (72) Lots, according to Plat 2007-9, Palmer Recording District and as described in Schedule A-1.

AND WHEREAS:

- a) Chance C. Cole and Jessica C. Cole, as the owners of Lot 1C, Block 7, agree to add Lot 1C to the Community and submit Lot 1C to the Declaration.
- b) Lloyd J. Marlow, Jr., as the owner of Lot 1A, Block 7, agrees to add Lot 1A to the Community and submit Lot 1A to the Declaration.
- c) Michael S. Anderson, as the owner of Lot 1D, Block 7, agrees to add Lot 1D to the Community and submit Lot 1D to the Declaration.




NOW, THEREFORE, the Declaration is hereby amended as follows:

ARTICLE 1. Schedule A-1 "Description of Land", attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE 2. Schedule A-2 "Plat", attached hereto, adding seventy-six (76) Lots, is substituted for the previous Schedule A-2 "Plat" of the Declaration which is declared null and void. Upon recordation of this Amendment No. 1 herein, the total number of Lots in Mountain Ranch Estates will be one hundred and forty-one (141) Lots.

ARTICLE 3. All other terms and conditions of the Declaration shall remain the same.

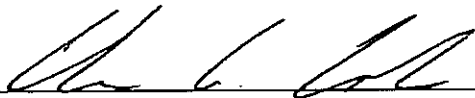
DECLARANT: JESS HALL



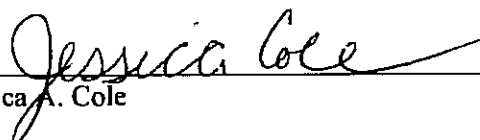
Jess Hall

CHANCE C. COLE AND JESSICA A. COLE as the owners of Lot 1C, Block 7, MOUNTAIN RANCH ESTATES, hereby submits Lot 1C, Block 7, MOUNTAIN RANCH ESTATES according to Plat 2006-73, Palmer Recording District, to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions for Mountain Ranch Estates herein. The owners are not signing in the capacity of a Declarant.

CHANCE C. COLE AND JESSICA A. COLE




Chance C. Cole



Jessica A. Cole

LLOYD J. MARLOW, JR. as owner of Lot 1A, Block 7, MOUNTAIN RANCH ESTATES, hereby submits Lot 1A, Block 7, MOUNTAIN RANCH ESTATES according to Plat 2006-73, Palmer Recording District, to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions for Mountain Ranch Estates herein. The owner is not signing in the capacity of a Declarant.

LLOYD J. MARLOW, JR.



Lloyd J. Marlow, Jr.



MICHAEL S. ANDERSON, as owner of Lot 1D, Block 7, MOUNTAIN RANCH ESTATES, hereby submits Lot 1D, Block 7, MOUNTAIN RANCH ESTATES according to Plat 2006-73, Palmer Recording District, to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions for Mountain Ranch Estates herein. The owner is not signing in the capacity of a Declarant.

MICHAEL S. ANDERSON

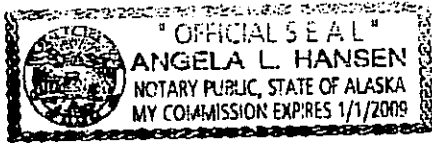


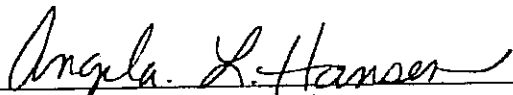
Michael S. Anderson

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 1 day of February, 2007 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **JESS HALL**, to me known the person who signed the foregoing instrument and he acknowledged to me that he signed and sealed the same as a free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year in this certificate first above written.

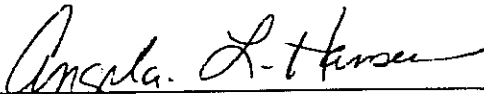


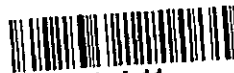

Notary Public in and for Alaska
My Commission Expires: 1/1/2009

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 1st day of February, 2007, by **CHANCE C. COLE AND JESSICA A. COLE**, owners of Lot 1C Block 7, MOUNTAIN RANCH ESTATES.



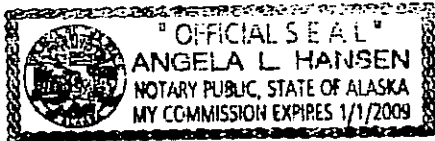

Notary Public in and for Alaska
My commission expires 1/1/2009



STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

ss.

The foregoing instrument was acknowledged before me this 1st day of February, 2007, by **LLOYD J. MARLOW, JR** owner of Lot 1A, Block 7, MOUNTAIN RANCH ESTATES.

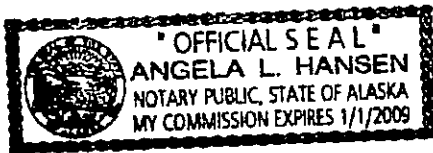


Angela L. Hansen
Notary Public in and for Alaska
My commission expires 1/1/2009

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

ss.

The foregoing instrument was acknowledged before me this 1 day of February, 2007, by **MICHAEL S. ANDERSON** owner of Lot 1D, Block 7, MOUNTAIN RANCH ESTATES.



Angela L. Hansen
Notary Public in and for Alaska
My commission expires 1/1/2009



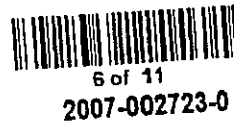
SCHEDULE A-1

DESCRIPTION OF LAND

Lots 1-6, Block 8; Lots 1-14, Block 9; Lots 1-17, Block 10; Lots 1-12, Block 7; Lot 1, Block 1; Lots 13-24, Block 6; Lots 12-14, Block 4 and Tract A, MOUNTAIN RANCH ESTATES – PHASE 1, according to Plat No. 2006-5, Serial Recording No. 2006-001574-0, records of the Palmer Recording District, Third Judicial District, State of Alaska. **(65 Lots and 1 Tract)**

Lots 1A, 1B, 1C and 1D, Block 7, MOUNTAIN RANCH ESTATES, according to Plat No. 2006-73, Serial Recording No. 2006-012516-0, records of the Palmer Recording District, Third Judicial District, State of Alaska. **(4 Lots)**

Lots 2-9, Block 1; Lots 1-4, Block 2; Lots 1-11, Block 3; Lots 1-11, Block 4; Lots 1-17, Block 5; Lots 1-12 and 25-33, Block 6; MOUNTAIN RANCH ESTATES – PHASE 2, according to Plat No. 2007-9, Serial Recording No. 2007-001702-0, records of the Palmer Recording District, Third Judicial District, State of Alaska. **(72 Lots)**



**SCHEDULE A-2
PLATS**

PLAT NO.: 2006-73

SERIAL NO.: 2006-012516-0

ADDING LOTS 1A, 1B, 1C AND 1D, BLOCK 7

TO

MOUNTAIN RANCH ESTATES

AND ALSO

PLAT NO.: 2007-9

SERIAL NO.: 2007-001702-0

ADDING LOTS 2-9, BLOCK 1; LOTS 1-4, BLOCK 2;
LOTS 1-11, BLOCK 3; LOTS 1-11, BLOCK 4;
LOTS 1-17, BLOCK 5; LOTS 1-12 and 25-33, BLOCK 6

TO

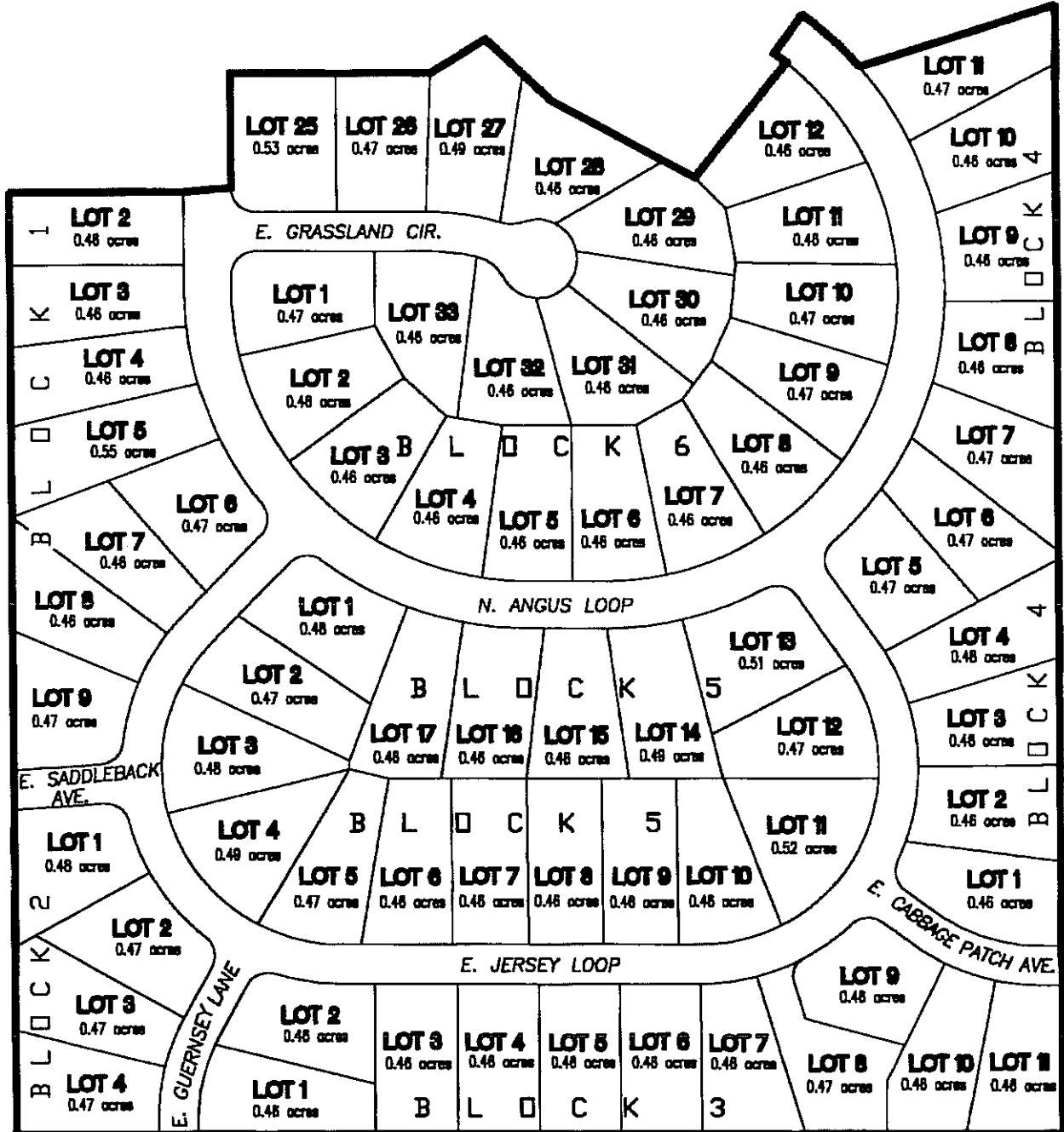
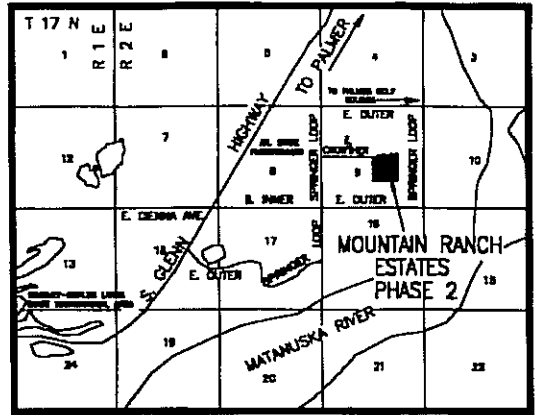
MOUNTAIN RANCH ESTATES

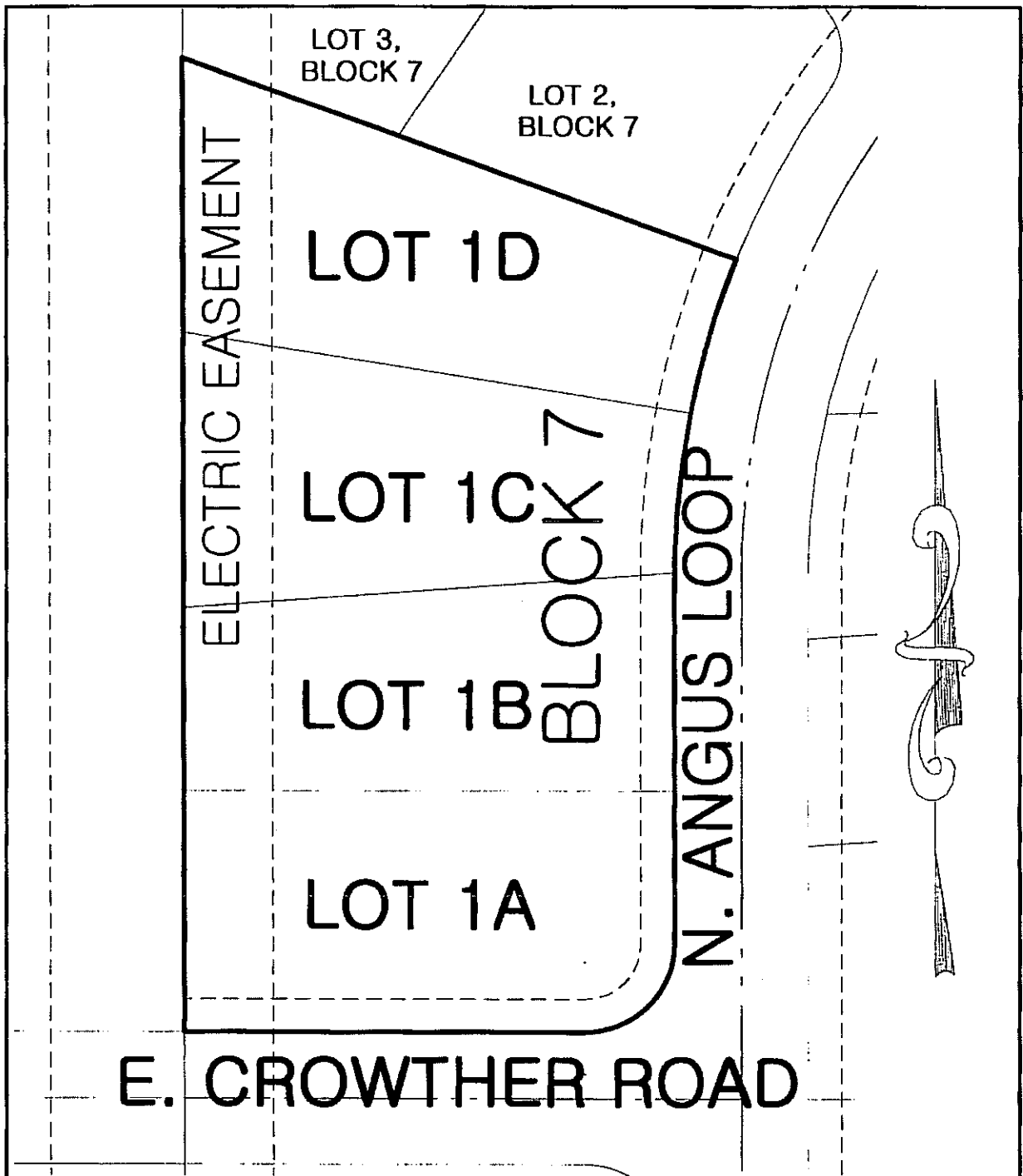


HALL QUALITY HOMES



MOUNTAIN RANCH ESTATES PHASE 2





E. CROWTHER ROAD

**MOUNTAIN RANCH ESTATES
LOTS 1A, 1B, 1C, 1D, -BLOCK 7**

RECORDED AS PLAT # 2006-73 AT SERIAL # 2006-012516-0
IN THE PALMER RECORDING DISTRICT



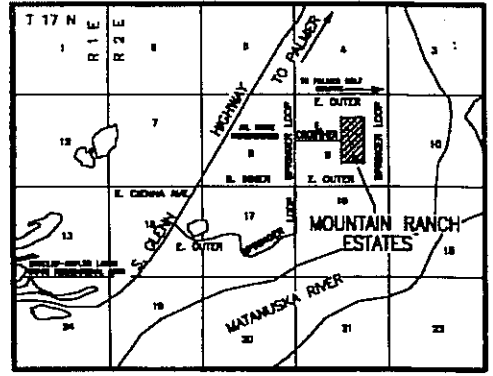
SCHEDULE A-3
MASTER PLAN



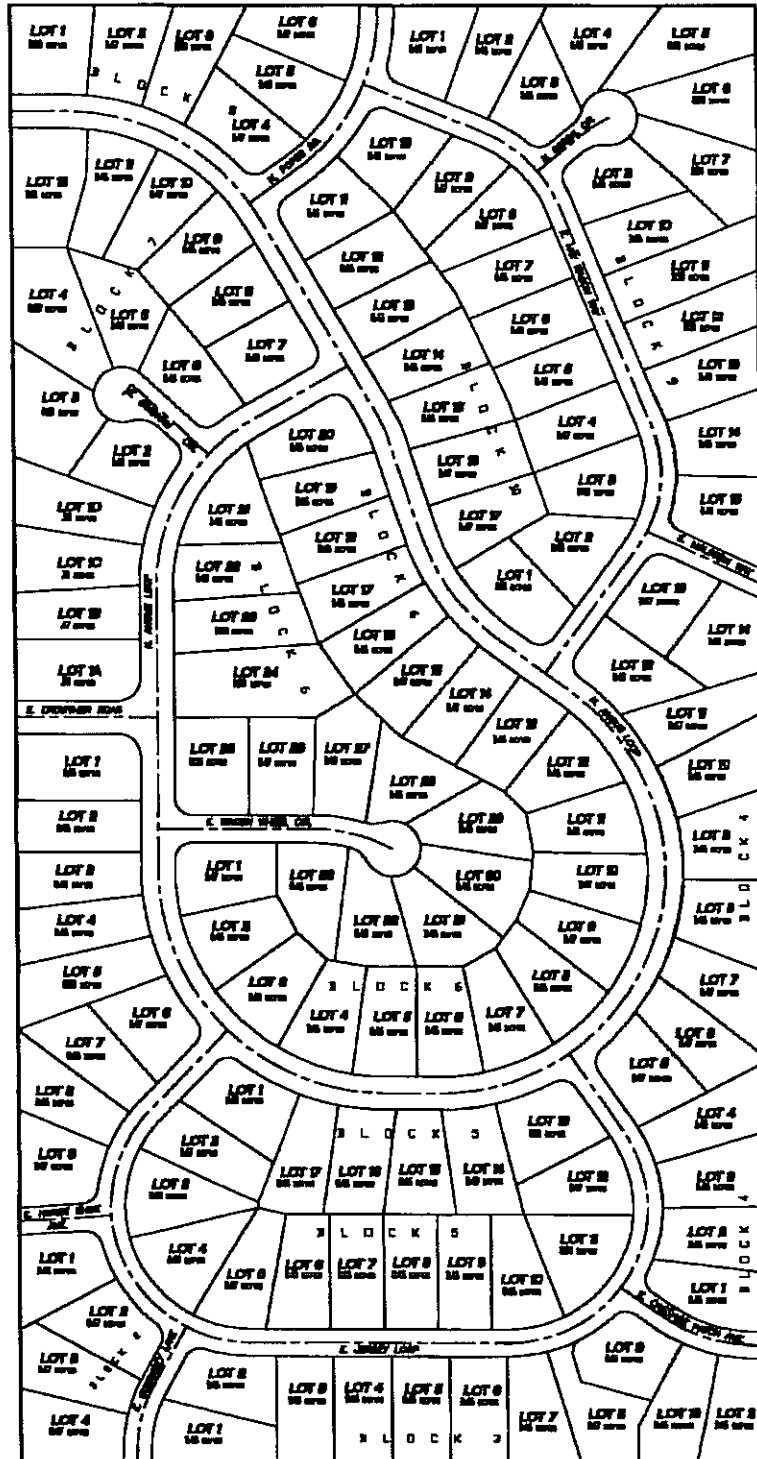
HALL QUALITY HOMES



MOUNTAIN RANCH ESTATES



VICINITY MAP



11 of 11

2007-002723-0