

**Protective Covenants, Conditions and Restrictions for
Hatcher's Landing, Plat 2023-22**

PART A.

PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

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

PROP DESCRIPTION: Lots 2-7, Block 1, Lots 5-9, Block 2, Lots 1-6, Block 3, and Tract A of Palmer Plat No. 2023-22, A Plat of Hatcher's Landing

recorded in the Palmer Recording District, Third Judicial District, State of Alaska hereinafter referred to as "Covered Property;" and

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

WHEREAS, the undersigned desires to place on and against Covered Property certain protective covenants regarding the improvements and/or use of said property;

NOW, THEREFORE, the undersigned does hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of Covered Property as follows.

PART B.

AREA OF APPLICATION.

B-1, FULLY PROTECTED AREA. These covenants shall apply to the Covered Property described above. "Lot" shall mean and refer to any of the numbered plots or tracts of land shown upon any recorded plat of Hatcher's Landing included as Covered Property.

B-2. WATER SUPPLY. Each improved Lot shall have its own water supply system located on the Lot to be served thereby. No individual water supply system shall be permitted on any Lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

B-3. SANITARY WASTE DISPOSAL. Each improved Lot shall have its own sanitary waste disposal system. No individual system shall be permitted on any Lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation, or such other regulations which may be promulgated by state or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

PART C. PROPERTY RESTRICTIONS.

C-1. SINGLE FAMILY RESIDENCES. Lots may be used for single family residential purposes only. Temporary buildings may not be placed on any Lot for any purpose. No group homes, industrial or commercial nor natural resource extraction shall be allowed on any Lot. Home business, requiring ten or less guests, customers, suppliers or employee ingress and egress trips per day shall be allowed. Said business shall produce no waste, fumes, odors or egregious externally audible sounds.

C-2. COMPLETION OF CONSTRUCTION. All residential dwellings must be fully completed within one (1) year from groundbreaking.

C-3. OFF-SITE PREFABRICATION. No mobile homes, modular homes, tents, lean-tos or travel trailers shall be utilized within the subdivision.

C-4. DWELLING COSTS, QUALITY AND SIZE.

(a) Value and Building Size. No single family dwelling structure shall be permitted on any Lot which has an appraised value of less than \$400,000, including land and excluding outbuildings, based upon 2023 costs. The minimum finished gross area of the dwelling in square feet shall be as follows:

- (1) square feet; if the dwelling is a single level home, a hangar home or simply a hangar, one-story building: 1200
- (2) if the dwelling is a two-story building: 2000 square feet, of which at least 1200 square feet must be on the ground floor; Mezzanines within a hangar does not count as a 2nd story; and,
- (3) if the dwelling is a split entry or tri-level building: 2000 square feet of which at least 1200 square feet must be on the ground floor,
- (b) Construction Standards. Construction of all residential structures contemplated herein shall be at least equal to the present FHA minimum building standards. The minimum cost figure is based upon cost levels obtained on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein.
- (c) Building Height. No building shall exceed 32 feet in height from ground level.
- (d) Exterior Appearance, Colors, and Materials. To ensure the development of the Subdivision as a subdivision of high standards, owners shall be responsible for utilizing exterior colors to promote a pleasing and compatible neighborhood appearance. Overly vibrant colors are disallowed, as are color schemes which clash with the neighborhood's overall appearance. Exterior colors shall be restricted to soft "earth tones." Clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair. All siding shall be of finish quality and shall be natural wood siding,, real brick, real stone, cultured stone, designer block, vinyl, cement fiber, (Hardi-plank or similar) metal, (other than metal roofing products) stucco or any equal finish.

C-5. OUTBUILDINGS. Outbuildings are defined as buildings not used as dwellings, including detached garages, utility sheds, greenhouses, barns and shops. Aircraft Hangars are not considered an outbuilding. No one may have more than three outbuilding. Outbuilding size may not exceed 50% of the area of the main residential structure. Outbuildings may not be used for commercial or rental purposes. All outbuildings shall be constructed utilizing proper foundations, siding and roofing materials and be finished so that they will be equal to the primary structure's appearance. All outbuildings must be completed within six (6) months from start of construction.

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

C-7. FENCES. No fence of any kind may be installed in violation of state statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended. Additionally, no fence of any kind may be installed unless built in a professional manner and properly maintained. Wood fences must be built of finished lumber, which must be painted or stained, or cedar split rail. No electric fence is allowed unless it is installed on the interior of a wood or chain link fence. Neither barbed wire fencing nor welded wire fencing is permitted.

C-8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Trails, driveways, easements and similar ingress or egress methods to or from the Covered Property to adjacent or nearby property outside Hatcher's Landing are strictly prohibited. No easements for ingress or egress across any Lot shall be permitted to be executed or recorded allowing access to or from property adjacent to the Covered Property. Any such document shall be void and of no force and effect. The purpose of this paragraph is to prohibit access to the Hatcher's Landing road system from property outside of the subdivision.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than five (5) square feet advertising the name of the business. All signs associated with a business located at Hatcher's landing shall be made of wood with letters carved into it. Any portion of the sign may be painted in earth tones or any muted color.

C-10. NUISANCES. No noxious, unsightly, illegal, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, barking dogs. No trade or business of any offensive nature shall be permitted.

C-11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel extracting, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil well, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

C-12. ANIMALS. No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation "wolf hybrids", shall be kept on any Lot. No other poultry, or livestock of any kind, shall be raised, bred or kept on any Lot for any purpose, including, but not limited to, use for sporting purposes such as dogsled competition. Each living unit shall be allowed a maximum of three dogs, two cats and twelve chickens. Roosters are specifically forbidden. Any vicious dog shall not be allowed at all in the subdivision. All animals shall be kept on each respective owners property unless directly supervised. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person. Individual exceptions to this can be obtained by an affirmative vote of 2/3 of the lot owners.

C-13. GARBAGE DISPOSAL. No trash cans, garbage cans, trash barrels, boxes or other refuse containers, shall be placed or maintained on or along the side or end of any Lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pick-up service may place such containers bearing trash or garbage for pick-up upon the end or side of the Lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution, or contract for the pick-up of garbage at the designated location. The

burning of trash, garbage, refuse, or other waste, shall not be permitted upon the street front and/or side of any Lot at any time, and such burning on the rear of Lots shall be permitted only in accordance with the appropriate health and safety laws or ordinance of the political subdivision in which the Lot is located. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in a sanitary condition.

C-14. INOPERABLE VEHICLES. No inoperable vehicle or vehicle body shall be permitted upon any Lot or within any street or easement adjacent to any Lot in the subdivision. A vehicle which is otherwise operable but is not used or moved for more than forty-five days shall be considered an inoperable vehicle for purposes of this provision. No repairing, dismantling, or assembling of any vehicle, boat, snowmobile or any other power driven machines will be permitted on any Lot except within an enclosed garage or outbuilding.

C-15. COMMERCIAL VEHICLES. No more than two commercial vehicles, trailers Other than utility trailers, or motorized construction equipment may be placed on any Lot for any purpose except during the construction period.

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

C-17. LANDSCAPING. Each Lot owner shall landscape any portion of the Lot disturbed during the construction process within twelve (12) months after the start of construction. Lots that are not wooded shall be maintained so as not to become overgrown with weeds, brush or trees, other than trees utilized for landscaping purposes. Right of ways and utility easements shall be kept clear of trees, shrubs, and any rocks including landscape rocks. That natural trees be kept intact where not disturbed during the building process to maintain the overall natural aesthetics and privacy of the airpark community.

C-18. EXTERNAL RESTRICTIONS. No television antenna, disk or other type of television or radio antenna or electronic device which has as its purpose the sending or receiving of signals from or to any external source of any kind shall be situated on any Lot subject to these protective covenants, conditions and restrictions; EXCEPT, HOWEVER, each Lot owner may install on the exterior of the dwelling located on the Lot one (1) standard television antenna, which shall not exceed a total height of ten (10) feet from base to top of mast and one (1) satellite dish with no greater than a four foot diameter.
No windmills or similar wind power generation equipment of any kind are permitted on any Lot.

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

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

C-20. AIRCRAFT: STORAGE AND USAGE.

1. Hatcher's Landing is an airplane friendly fly-in community.
2. Hatcher's Landing provides an FAA uncertified, unmonitored and unregulated runway/road via easement 2021-025323-0 for the use of the owners, residents and their guests. Aircraft operations other than by the owners or their guests is prohibited.
3. Everyone must use extreme caution when accessing runway/road area from units. Everyone operating aircraft shall monitor the standard traffic advisory frequency prior to entry onto the runway/road area and its shoulder areas. Owners, residents and guests operating vehicles shall exercise extreme caution and shall stop to look and listen both ways prior to entry onto the runway/road area.
4. Hangars may (i) be used for personal use; (ii) be rented or leased to other parties for storage with a minimum lease term of ninety (90) days; or (iii) be used for any lawful purpose other than commercial usage as defined by the Federal Aviation Regulations (FAR's), which is prohibited.
5. No one shall have more than two aircraft tie downs per lot.

C-21 Aircraft Operations and Restrictions

1. Aircraft is permitted on the runway. Vehicles or equipment used in towing aircraft or used for the maintenance of the runway, are permitted on the runway only during operation related to the maintenance of the runway or aircraft. Other vehicles including but not limited to trucks, cars, snow-machines, motorcycles, bicycles, all other terrain vehicles, or other similar vehicles are prohibited on the runway.
2. All vehicles and aircraft transportation equipment operated in the Common Interest Community shall be registered and in compliance with State of Alaska vehicle and transportation equipment regulations.
3. Equipment such as tractors, graders or loaders, or vehicles or equipment used in towing aircraft or used for the maintenance of the runway, need not be registered.
4. No vehicle, equipment, or object shall be operated in such a manner as to impede or create hazardous conditions for aircraft flight, taxi operations or other vehicles
5. Aircraft operators are prohibited from practicing more than three (3) consecutive takeoffs and more than three (3) consecutive full stop landings; and are prohibited from practicing more than three (3) consecutive touch-and-go or stop-and-go operations.
6. Aircraft taxi operations shall be at such power settings so as to minimize noise pollution and shall be consistent with normal aircraft operations as required for safe taxi, takeoff and landing operations.
7. Aircraft, ground operation vehicles, and runway maintenance vehicles only are permitted on the runway. Aircraft and said vehicles shall not park on the runway.
8. During certain weather conditions, the surface of the runway area may be susceptible to sub-grade rutting caused by aircrafts. In this regard, any operators of aircraft shall closely inspect the runway area, before conducting operations, and determine whether or not it is appropriate to operate an aircraft.
9. Owners shall be responsible for the compliance of their guests with the rules and the applicable FAR regulations regarding the use of road/runway.
10. There shall be no prohibition to the right to use the runway for the purpose of marketing a property to a potential purchaser. Owner may grant temporary use of the runway to potential purchasers solely for the purpose of sales activity.

PART D. MISCELLANEOUS PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of the Lots in accordance with paragraph D-4 has been recorded agreeing to amend said covenants in whole or part.

D-2. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or entities violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof, or both. Suit to enforce these provisions may be brought by any homeowner or by any individual Lot owner aggrieved by a violation of these provisions.

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

D-4. AMENDMENT. This Declaration may be amended by recorded instrument at any time by the undersigned until 75% of the Lots have been sold. After such time, an affirmative vote of 2/3 of the Lot owners of the Covered Property may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.

DATED this _____ of _____, 2019.

For Hatcher’s Landing, LLC

STATE OF ALASKA
THIRD JUDICIAL DISTRICT
THIS IS TO CERTIFY that on the _____ of _____, 2019 , before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared Seth Kroenke who is known to me and to me know to be the individual named in and who executed the above and foregoing PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HATCHER’S LANDING as Managing Partner of Hatcher’s Landing, LLC in the name of and for and on behalf of said company, and acknowledged to me the execution thereof for the uses and purposes therein set forth.

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

NOTARY PUBLIC in and for Alaska My Commission
Expires: _____, 20____

Return to:
Hatcher’s Landing LLC
600 N Mount Pilot Cir.
Palmer, AK. 99645