



**THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.**

**DO NOT DETACH**

**PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SABATTIS HILLS SUBDIVISION**

**PART A. PREAMBLE**

**KNOW ALL MEN BY THESE PRESENTS,**

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

Lots 1 through 8 Block 1, Lots 1 through 8 Block 2, Lots 1 through 9 and Lots 13 through 17 Block 3, Lots 1 through 6 Block 4, Lots 1 through 9 Block 5, Lots 1 through 9 and Lots 12 through 15 Block 6 SABATTIS HILLS SUBDIVISION, according to Plat No. 2018-103, recorded in the Palmer Recording District, Third Judicial District, State of Alaska

hereinafter referred to as "Covered Property", and

**WHEREAS,** the undersigned desire 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 APPLICATIONS**

**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 SABATTIS HILLS SUBDIVISION 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.

**B-4. UTILITIES.** All utilities, to include electrical and telephone, shall be installed in accordance with the requirements of the utility companies and must be placed underground to least impact the scenic and esthetic character of the subdivision.

**PART C. PROPERTY RESTRICTIONS.**

**C-1. RE-SUBDIVISION.** No Lot or Lots may be subdivided so as to create any lot with less area than shown on the original subdivision plat for the lot or lots involved in the re-subdivision. Lot lines may be eliminated so as to create larger lots.

**C-2. 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, commercial activities nor natural resource extraction shall be allowed on any Lot.

**C-3. COMPLETION OF CONSTRUCTION.** All residential dwellings must have a finished exterior within six (6) months from groundbreaking and be fully completed within one (1) year from groundbreaking.

**C-4. OFF-SITE PREFABRICATION.** No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be utilized within the subdivision.



**C-5. 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 \$225,000, excluding land and outbuildings, based upon 2019 costs. The minimum finished gross area of the dwelling in square feet, exclusive of open porches and garages shall be as follows:

- (1) if the dwelling is a single level, one-story building: 1200 square feet;
- (2) if the dwelling is a two-story building: 1600 square feet, of which at least 800 square feet must be on the ground floor; and,
- (3) if the dwelling is a split entry or tri-level building: 1600 square feet of which at least 800 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 42 feet in height from ground level on the front of the building.

**(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, OSB, real brick, real stone, cultured stone, designer block, vinyl, cement fiber, (Hardiplank or similar) metal, (other than metal roofing products) stucco or any equal finish.

**C-6. OUTBUILDINGS.** Outbuildings are defined as buildings not used as dwellings, including detached garage, utility sheds, greenhouses, barns and shops. 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 three (3) months from start of construction .

**C-7. BUILDING LOCATION.**

- (a) No dwelling or structure shall be located on any lot nearer than 15 feet from any side or rear lot line, 25 feet from any public right-of-way and not nearer than 75 feet from the access street. On corner lots, the dwelling or structure shall not be located nearer than 25 feet from any public right-of-way and a minimum of 75 feet from the street used for access.
- (b) Structures not attached to the main dwelling, such as a garage. Shall not be located on any lot nearer than 15 feet from any side or rear lot line and 75 feet from any public right-of-way.
- (c) All detached structures will be built to the rear or side of the main dwelling, away from the main access street as to not detract from the aesthetics of the subdivision.

**C-8. FENCES.** No fence of any kind may be installed in violation of state stature 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-9. 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.

**C-10. 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 property for sale or rent or signs used by the builder to advertise property during construction and sales period.

**C-11. 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-12. 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-13. 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 animals, poultry, roosters, 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 two dogs, two cats and six chickens. However, any vicious dog shall not be allowed at all in the subdivision. All animals shall be kept in runs or in a fenced yard. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

**C-14. 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 such Lot. No burning of trash, garbage, refuse, or other waste, shall 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-15. 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.

**C-16. COMMERCIAL VEHICLES.** No 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-17. 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-18. LANDSCAPING.**

- (a) Lot owners shall landscape any portion of the lot disturbed during the construction process within one (1) year after beginning construction.
- (b) To maintain the scenic and aesthetic value of the subdivision, standing trees shall not be cut on any lot nearer than 15 feet from any road or street and not closer than 15 feet from any side or rear property line.
- (c) Clear cutting of trees is prohibited. Clearing trees will be kept at a minimum and confined to building structure area to maintain the aesthetic value of the subdivision. Dead or hazardous trees can and should be removed and a defensible fire space around structures should be maintained to comply with all regulatory codes.
- (d) Stumps, trees and construction materials shall not be buried on any Lot. Stumps and trees shall be moved from the subdivision, shredded or cut for firewood and properly stored on site.

**C-19. 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 (1) satellite dish with no greater than a four (4) foot diameter.

No windmills or similar wind power generation equipment of any kind are permitted on any Lot.

**C-20. 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.

**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 of 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 21 day of March, 2019

  
\_\_\_\_\_  
CARL E. LUCHSINGER  
OWNER



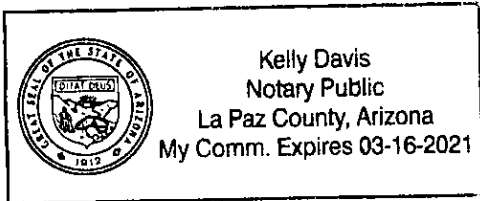
*Cecilia M. Hidalgo*

CECILIA M. HIDALGO  
OWNER

STATE OF ARIZONA   )  
  ) SS  
COUNTY OF MOHAVE )

THIS IS TO CERTIFY that on the 21<sup>st</sup> day of March 2019, before me, the undersigned Notary Public, in and for Arizona, duly commissioned and sworn as such, personally appeared **CARL E. LUCHSINGER** and **CECILIA M. HIDALGO**, who are known to me and to me known to be the individuals named in and who executed the above and foregoing PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SABATTIS HILLS SUBDIVISION as Owners of SABATTIS HILLS SUBDIVISION 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 hereinabove first written.



*Kelly Davis*  
NOTARY PUBLIC in and for Arizona  
My Commission Expires 03/16/2021

PLEASE RETURN TO:

Carl E Luchsinger & Cecilia M Hidalgo  
P O Box 110374  
Anchorage, AK 99511-0374

