



2005-000910-0

Recording Dist: 311 - Palmer
1/12/2005 9:13 AM Pages: 1 of 12

A
L
A
S
K
A



cc

PLEASE RECORD IN PALMER RECORDING DISTRICT

**PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SERENDIPITY HILLS**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

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

SERENDIPITY HILLS, according to Plat No. 2005-~~6~~
recorded in the Palmer Recording District, Third
Judicial District, State of Alaska,

hereinafter referred to as "the covered property";

and,

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

and,

WHEREAS, the undersigned desires to place on and against the 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 the covered property as follows.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED AREA. These covenants shall apply to all lots in the Subdivision. "Lot" shall mean and refer to any of the numbered plots of land shown upon any recorded plat of SERENDIPITY HILLS. These covenants shall not apply to Tract A-2-1 and Tract B-1 of Serendipity Hills until such time as these tracts may be brought within the purview of these covenants in accordance with the provisions of section D-11, below.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS. Nothing contained in this document shall prevent the undersigned or its designees from maintaining sales offices on a lot or lots in SERENDIPITY HILLS for the purpose of conducting sales or resales of lots and/or residential units in SERENDIPITY HILLS. The undersigned or its designees shall have an unqualified right to maintain such office or offices until such time as all lots in SERENDIPITY HILLS are sold.

PART C. PROPERTY RESTRICTIONS.

C-1. SINGLE FAMILY RESIDENCES. Temporary buildings may not be placed on any lot for any purpose. No residential care facilities, daycare facilities, commercial activities or natural resource extraction shall be allowed on any lot. Lots may be used for construction and maintenance of a single-principle structure to be used only as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom.

C-2. COMPLETION OF CONSTRUCTION. All residential dwellings must have a finished exterior with six (6) months from groundbreaking and be fully completed within one (1) year from groundbreaking.

C-3. OFF-SITE PREFABRICATION. No mobile homes, modular homes, homes prefabricated off-site, tents or travel trailers shall be utilized within the Subdivision.

C-4. STORAGE OF EQUIPMENT AND RECREATIONAL ITEMS. Lawn and yard equipment, snow blowers, travel trailers, motor homes, boats, snow mobiles, ATVs, and other similar recreational vehicles, including trailers for such items, shall be stored while not in actual usage only so long as such on-site storage is within an enclosed or fenced-in area so that said items are not visible from the street. It is the intent of these restrictions that no items or recreational vehicles may be seen from any street



during such time as such items are not actually being used and that a fence or enclosed structure is used to accomplish this purpose.

C-5. 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.

C-6. 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, 18 AAC 72, 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.

C-7. 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 \$160,000, excluding land and outbuildings, based upon 2004 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: 1600 square feet;

(2) if the dwelling is a two-story building: 1800 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: 1800 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) Garage; Driveways. Each dwelling shall have at least a two-car garage. All structures shall have a full-width driveway that is paved from the building or garage entrance to the street.

(d) Building Height. No building shall exceed 42 feet in height from ground level on the front of the building. Lot 10, Block 5 shall be limited to a maximum height of 30 feet from the existing grade of the cleared building pad as it exists at the time of recording of this document.

(e) 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. (Note: this usually requires refinishing approximately every 2-3 years.) No owner of any lot or living unit shall alter the exterior color of any structure situated within or forming part of such lots or living unit unless such alteration otherwise complies with the terms of this section.

All siding shall be of finish quality and shall be natural wood siding, OSB, Hardiplank or similar product, real brick, real stone, cultured stone, designer block, vinyl, cement fiber, metal (other than metal roofing products), stucco or any approved equal finish. The application of stucco is to be used only as an accent treatment and is limited to not more than ten percent (10%) of the exterior surface area of any dwelling. Siding materials known as T-111, or panel siding products will not be approved on the side of any structure visible from the street. (T-111 or panel siding may be utilized on the rear side of a structure if it is not visible from the street.)

C-8. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (ACC) shall consist of three members appointed by the Board of Directors. Decisions of the ACC shall be made by a majority of its members. Any plans approved by the ACC must also comply with these covenants in all respects. The ACC shall exercise oversight of outbuildings, exterior design and architectural lines, colors, roofing and siding materials and setbacks for both original construction and additions or modifications thereof. Exterior colors must be approved by the ACC prior to application of the paint. Written plans submitted to the ACC which have not been



disapproved within 20 days shall be considered approved, so long as they otherwise conform to the requirements of these covenants.

C-9. OUTBUILDINGS. Outbuildings are defined as buildings not used as dwellings, including detached garages, utility sheds, greenhouses, barns and shops. Outbuildings may not be used for commercial or rental purposes. 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-10. BUILDING LOCATION. Any building or portion of same located on any lot shall meet the minimum setback requirements of the Matanuska-Susitna Borough Code but not less than those described in paragraph C-13 of this document.

C-11. 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-12. 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-13. PLACEMENT OF STRUCTURES. Placement of structures, setbacks, and the location of any and all man-made structures is subject to the approval of the ACC. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the setback requirements. No permanent improvements, including but not limited to basketball hoops, volleyball courts or swing sets are allowed within a setback area without written approval by the ACC. The minimum setback requirements are as follows:

Front lot line: Fifty (75) feet



5 of 12

2006-000310-0

Side lot line: Fifteen (15) feet
Rear lot line: Fifteen (15) feet

The ACC will generally not approve the placement of structures with front lot line setbacks the same as the front lot line setback on adjacent lots. The ACC may, based on lot topography, grant an exception to the front setback.

C-14. 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 the construction and sales period.

C-15. 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. Offensive activity includes the accumulation of debris and/or excessive accumulation of personal property on any lot other than within an enclosed structure.

C-16. 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 wells, 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-17. ANIMALS. No poultry or livestock of any kind shall be raised, bred or kept on any lot. No animals shall be raised, bred or kept within the subdivision for commercial purposes of any kind. 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. Each living unit shall be allowed a maximum of two dogs and two cats. However, pit bulls shall not be allowed at all in the subdivision. All pets shall be kept within the boundaries of their owner's property, except when under direct human restraint by leash. Under no circumstances may animals be kept on chains, tethers or leashes unless held and under the control of an individual person.

C-18. 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.

C-19. 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-20. 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-21. SNOWMOBILES. Snowmobiles and ATVs shall not be operated anywhere within the Subdivision including private property, easements, or rights of way.

C-22. 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 shall be of the type approved by the Post Office or provided by the newspaper.

C-23. LANDSCAPING. Each lot owner shall landscape any portion of the lot disturbed during the construction process within ten (10) 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 but shall be otherwise maintained by lot owner to edge of paved road.

C-24. EXTERNAL ANTENNA 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; 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.

C-25. 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.

C-26. RE-SUBDIVISION. No lot or lots may be re-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.

PART D. HOMEOWNERS' ASSOCIATION.

D-1. MANDATORY MEMBERSHIP. A Homeowners' Association is to be established within the Subdivision to provide for the operation and maintenance of the Subdivision as may be appropriate. Said Association shall be responsible to enforce the covenants for the benefit of all property owners herein. Each owner of a lot in this Subdivision agrees as a condition of such ownership that they are automatically a member of the Homeowners' Association. All lot owners shall abide by the policies now set and as later amended by the Board of Directors. They agree to such policies and will pay such assessments as may from time to time be levied.

D-2. BOARD OF DIRECTORS. The Homeowners' Association shall be operated by the undersigned until such time as the undersigned chooses to relinquish control to the membership, or until finished residences occupy at least 50% of the lots, whichever first occurs, at which time the Association shall be activated and there will be an election of directors and officers, and dues will be established and levied as determined by the Board of Directors. Activation of the Association shall be accomplished by the undersigned's selection of an initial Board of Directors consisting of not less than three members. All Board members shall be members of the Association. Selection of the initial Board of Directors shall be at the sole discretion of the undersigned or its assignees; however, every effort will be made to select only lot owners willing to serve in this capacity.

The undersigned or the Board of Directors may elect to incorporate, as provided in Section D-10, with the concurrence of a majority of the members of the Association. The Board shall serve staggered three year terms. Replacement of Board members shall be set by the Bylaws as adopted by the Board.

The number of Directors shall not be less than three nor more than seven. However, the number of Directors shall not be reduced except by attrition.



D-3. ANNUAL MEETINGS. The Association will meet at least once annually in accordance with the Bylaws of the Homeowners' Association and undertake all duties and actions prescribed thereby.

D-4. 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 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 person or entities shall decide among themselves how the vote for such lots shall be exercised and by whom.

D-5. ANNUAL ASSESSMENTS. Annual assessments may be levied as provided by the Bylaws of the Homeowners' Association.

D-6. EMERGENCY ASSESSMENTS. The undersigned, its designees or the Board of Directors, if activated, by a two-thirds (2/3) majority vote of the entire membership of the Board, may fix an emergency assessment, not in excess of FIFTY DOLLARS (\$50) per lot. No more than four (4) such assessments may be levied in any 12 month period. The undersigned, its designees or 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.

D-7. UNIFORM RATE OF ASSESSMENT. All assessments shall be fixed at a uniform rate for all lots, regardless of the level of improvement of the lots, and may be collected on a monthly, quarterly, semi-annual or annual basis by the Association, as determined by the Board of Directors.

D-8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The Board of Directors shall fix the present amount of the annual assessments for each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. November 1st shall be the date annual assessments are due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

D-9. EFFECT OF NONPAYMENT OF ASSESSMENT; VIOLATION OF RESTRICTIONS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the rate of eight (8) percent per annum. In addition, after notice and hearing, the Board may levy reasonable fines for



violation of these covenants, including, but not limited to, restrictions contained herein and the nonpayment of assessments. Whenever fines are contemplated, the Board shall notify the lot owner of the violation, including a general statement of the proposed action to be taken, and the date, time and place of the hearing. The notice shall be given not less than five (5) days before the hearing date. At the hearing, the lot owner shall have the right, personally or by representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board of Directors to ensure a prompt and orderly resolution of the issues. The lot owner shall be notified of the Board's decision in the same manner in which notice of the hearing was given.

Assessments, fines, collection costs and interest become a continuing lien upon the subject lot. The lien may be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time. The Association may also bring an action at law against the person personally obligated to pay same, and may seek injunctive relief in order to remedy any violation.

No one may waive or otherwise escape liability for assessments or fines provided for herein by non-use of the lot, abandonment or rental of the lot. Sale or transfer of any lot shall not affect the lien. No sale or transfer shall relieve the owner of the lot at the time of the assessment from personal liability for any assessment or installment thereof, nor shall sale or transfer of any lot disencumber the lien attached to the lot.

Pending violations of the covenants or the delinquency in the payment of any fine or assessment will, in addition, prevent voting by such member in any action before the membership or the Board of Directors.

D-10. FORM OF ASSOCIATION. The Homeowners' Association may be a corporation formed pursuant to Title 10 of the Alaska Statutes.

D-11. APPLICABILITY OF SECTIONS D-1 THROUGH D-11; ADDITIONAL PROPERTIES. The provisions contained in these sections shall be applicable to only those lots specifically described in Section B-1 herein. At the option of the undersigned, or its designee(s), any or all of the provisions contained herein may become applicable in whole or in part to additional properties owned by Declarant in the vicinity of SERENDIPITY HILLS, including Tract A-2-1 and Tract B-1. The addition of additional properties by Declarant may also include the integration of the owners of said properties into the Homeowner's Association referred to herein.

All references herein to the powers of the Board of Directors will apply with equal force and effect to the undersigned until it has transferred responsibility to the Board of Directors.



PART E. MISCELLANEOUS PROVISIONS.

E-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 a majority of the lots has been recorded agreeing to change said covenants in whole or part.

E-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 homeowners' association established under these covenants or by any individual lot owner aggrieved by a violation of these provisions.

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

E-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 in the Subdivision may amend this document, such amendment to be consummated by a written instrument recorded in the Palmer Recording District.



DATED this 7th day of January 2005.

H AND M, LLC

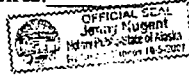
BY: [Signature]
HOWARD NUGENT,
Managing Partner

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 7th day of January, 2005, before me, the undersigned Notary Public, in and for Alaska, duly commissioned and sworn as such, personally appeared HOWARD NUGENT, who is known to me and to me know to be the individual named in and who executed the above and forgoing PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERENDIPITY HILLS as Managing Partner of H AND M, LLC, in the name of and for and on behalf of said partnership, 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.

[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires:



PLEASE RETURN TO:

H and M, LLC
4237 E. Meridian Loop
Wasilla, Alaska 99654

THIS INSTRUMENT IS NOT RECORDED BY MATSU TITLE INSURANCE AGENCY, INC., AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED FOR VALIDITY OR ITS EFFECT, IF ANY, ON THE PART OF MATSU TITLE INSURANCE AGENCY, INC.



12 of 12
2005-000910-0

ca

A
L
A
S
K
A



cc

Clarification of Protective Covenants, Conditions
And Restrictions for Serendipity Hills

This document is being recorded to correct a typo on page 5 of the Covenants, Conditions
And Restrictions for Serendipity Hills recorded on January 12, 2005 as reception number
2005-000910-0. Paragraph C-13 should read Front lot line: Seventy-five (75) feet, not
Fifty (75) feet. See attached for clarification

Dated this 16 day of February, 2005.

H & M LLC

BY:
Howard R. Nugent
Managing Member

STATE OF ALASKA

THIRD JUDICIAL DISTRICT }

The foregoing instrument was acknowledged before me this 16 day of February, 2005,
by Howard R. Nugent, the Managing Member of H & M, LLC, an Alaska limited
liability company on behalf of the company.

Notary Public in and for Alaska
My commission expires:



Return to: H and M LLC
4237 E. Meridian Loop
Wasilla, AK 99654

THIS INSTRUMENT IS BEING RECORDED
BY MAT-SU TITLE INSURANCE AGENCY,
INC., AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED FOR VALIDITY
OR ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN



**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SERENDIPITY HILLS**

Pursuant to Part E-4 of the Protective Covenants, Conditions and Restrictions of Serendipity Hills Owners' Association, Inc. of PO Box 871371, Wasilla, Alaska 99687 (recorded with Document Serial Number 2005-000910-0, as clarified in Document Serial Number 2005-0003879-0), Part C-7 of the Covenants has been amended by Two-Thirds Vote of the Lot Owners. Part C-7(a)(1), (2), & (3) are amended to read as follows: *Palmer Recording District*

1. if the dwelling is a single level, one-story building: 2000 square feet;
2. if the dwelling is a two-story building: 2000 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: 2000 square feet, of which at least 800 square feet must be on the ground floor.

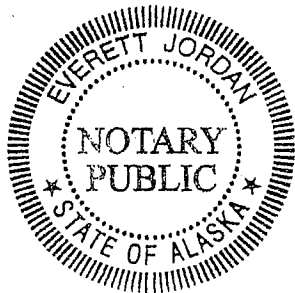
This amendment only applies to new construction on any lot sold after the date this amendment is recorded.

DATED this 12th day of February 2008.

Bryant Cox, President

SUBSCRIBED AND SWORN, to before the undersigned Notary Public in and for Alaska this 12th day of February 2008.

Notary Public in and for Alaska
My Commission Expires: _____ My Commission Expires
April 4, 2011



After Recording, Return to:

Bryant Cox, Agent
Serendipity Hills Owners' Association, Inc.
PO Box 871371
Wasilla, Ak 99687

SERENDIPITY HILLS OWNERS ASSOCIATION
ATTACHMENT TO THE CC&RS

The Serendipity Hills Owners Association Board of Directors voted unanimously on September 23, 2009 to impose a fine schedule ranging from \$10/day for infractions that can be quickly remedied, to a maximum of \$100/month for infractions that are more time-consuming to bring into compliance, such as completion of landscaping and driveways. (The covenants allow for fines on pages 9, 10, 11.) Fines will be assessed after a majority of the Board meets with the owner, and the owner is given time to make corrections, but does not make those corrections. If the owner refuses to pay the fine, a lien will then be placed on his home, in which case the fine may become retroactive to the first day of the violation.

CC

A
L
A
S
K
A

2011-010296-0

Recording Dist: 311 - Palmer
6/1/2011 2:19 PM Pages: 1 of 1



**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SERENDIPITY HILLS OWNERS ASSOCIATION, INC**

PLEASE RECORD IN PALMER RECORDING DISTRICT

Pursuant to Part E-4 of the Protective Covenants, Conditions and Restrictions of Serendipity Hills Owners Association, Inc. of PO Box 871371, Wasilla, Alaska 99687 (recorded with Document Serial Number 2005-000910-0 on January 12, 2005), Part C-23 (Landscaping) of the Covenants has been amended by Two-Thirds Vote of the Lot Owners. Part C-23 (Landscaping) is amended to read as follows:

"Each lot owner shall landscape any portion of the lot disturbed during the construction process within twelve (12) months after purchase of the dwelling from the contractor. If the contractor resides in the dwelling, landscaping shall be completed within twelve (12) months of occupancy of the residence. Lots that are not wooded shall be maintained so as not to become overgrown with brush or trees other than trees utilized for landscaping purposes. All dead wood and dead trees shall be cleared out. The owner shall maintain their property in a neat, clean, and presentable condition, and shall keep all weeds abated. For maximum fire protection, lot owners are encouraged to complete their landscaping in accordance with the regulations of Mat-Su Borough Fire Department (see www.firewise.org).

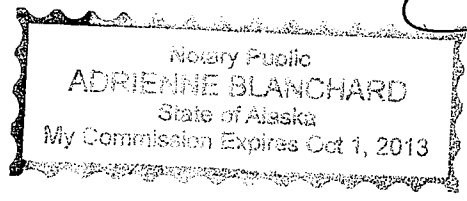
Right of ways and utility easements shall be kept clear of trees, shrubs and any rocks, including landscape rocks, but shall otherwise be maintained by lot owner to edge of paved road."

DATED this 1st day of June 2011.

Charlotte Brady
Charlotte Brady, Secretary

1st SUBSCRIBED AND SWORN to before the undersigned Notary Public in and for Alaska this 1st day of June 2011.

Adrienne Blanchard
Notary Public in and for Alaska



My Commission Expires: 10/1/13

After Recording, Return to:

John J. Brady, Agent
Serendipity Hills Owners Association, Inc.
PO Box 871371
Wasilla, Alaska 99687

CU

A
L
A
S
K
A

2011-010297-0

Recording Dist: 311 - Palmer
6/1/2011 2:19 PM Pages: 1 of 1



**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SERENDIPITY HILLS OWNERS ASSOCIATION, INC**

PLEASE RECORD IN PALMER RECORDING DISTRICT

Pursuant to Part E-4 of the Protective Covenants, Conditions and Restrictions of Serendipity Hills Owners Association, Inc. of PO Box 871371, Wasilla, Alaska 99687 (recorded with Document Serial Number 2005-000910-0 on January 12, 2005), the last two (2) sentences of Part C-7(e) (Exterior Appearance, Colors and Materials) of the Covenants has been amended by Two-Thirds Vote of the Lot Owners. The last two sentences in Part C-7(e) (Exterior Appearance, Colors, and Materials) are amended to read as follows:

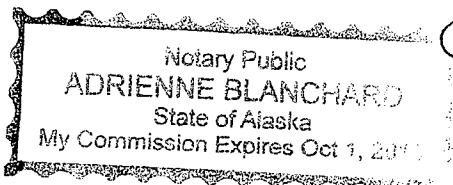
"Panel siding products such as T-111, Smart Siding, or any similar siding shall not be used in the subdivision on any structure, except for the rear of the structure if the rear of the structure is not visible from the street. Homes built prior to the summer of 2010 are exempt from this change in the CCR. However, any improvements made to any home in the subdivision after this document is recorded must comply with this change."

DATED this 1st day of June 2011.

Charlotte Brady

Charlotte Brady, Secretary

1st SUBSCRIBED AND SWORN to before the undersigned Notary Public in and for Alaska this 1st day of June 2011.



Adrienne Blanchard
Notary Public in and for Alaska

My Commission Expires: 10/1/13

After Recording, Return to:

John J. Brady, Agent
Serendipity Hills Owners Association, Inc.
PO Box 871371
Wasilla, Alaska 99687

CC

A
L
A
S
K
A

2011-010298-0

Recording Dist: 311 - Palmer
6/1/2011 2:19 PM Pages: 1 of 1



**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SERENDIPITY HILLS OWNERS ASSOCIATION, INC**

PLEASE RECORD IN PALMER RECORDING DISTRICT

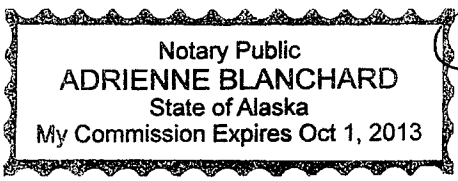
Pursuant to Part E-4 of the Protective Covenants, Conditions and Restrictions of Serendipity Hills Owners Association, Inc. of PO Box 871371, Wasilla, Alaska 99687 (recorded with Document Serial Number 2005-000910-0 on January 12, 2005), Part C-21 (Snowmobiles) of the Covenants has been amended by Two-Thirds Vote of the Lot Owners. Part C-21 (Snowmobiles) is amended to read as follows:

"Off Road Vehicles. The use of unlicensed motorized off-road vehicles specifically designed for off-road use and not licensed for public street use, is prohibited anywhere in the subdivision, including private lots, easements, and public streets therein. Off-road vehicles shall include ATVs, snowmobiles, dirt bikes, go karts, and similar vehicles."

DATED this 1st day of June 2011.

Charlotte Brady
Charlotte Brady, Secretary

1st SUBSCRIBED AND SWORN to before the undersigned Notary Public in and for Alaska this day of June 2011.



[Signature]
Notary Public in and for Alaska
My Commission Expires: 10/1/13

After Recording, Return to:

John J. Brady, Agent
Serendipity Hills Owners Association, Inc.
PO Box 871371
Wasilla, Alaska 99687

CC

A
L
A
S
K
A

2011-010299-0

Recording Dist: 311 - Palmer
6/1/2011 2:19 PM Pages: 1 of 1



**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SERENDIPITY HILLS OWNERS ASSOCIATION, INC**

PLEASE RECORD IN PALMER RECORDING DISTRICT

Pursuant to Part E-4 of the Protective Covenants, Conditions and Restrictions of Serendipity Hills Owners Association, Inc. of PO Box 871371, Wasilla, Alaska 99687 (recorded with Document Serial Number 2005-000910-0 on January 12, 2005), Part C-14 (Signs) of the Covenants has been amended by Two-Thirds Vote of the Lot Owners. Part C-14 (Signs) is amended to read as follows:

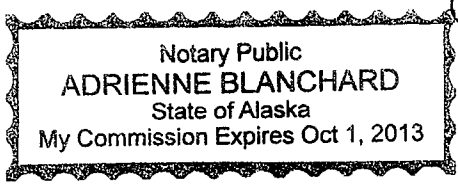
"No sign of any kind shall be displayed to the public view on any residence except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise property during the construction and sales period. This sign must be neat, upright, and properly placed so that it is visible to passersby at all times.

One small alarm sign may be displayed on the owner's property, such as ADT, Guardian, APX, or others."

DATED this 1st day of June 2011.

Charlotte Brady
Charlotte Brady, Secretary

1st SUBSCRIBED AND SWORN to before the undersigned Notary Public in and for Alaska this 1st day of June 2011.



[Signature]
Notary Public in and for Alaska

My Commission Expires: 10/1/13

After Recording, Return to:

John J. Brady, Agent
Serendipity Hills Owners Association, Inc.
PO Box 871371
Wasilla, Alaska 99687

CC

A
L
A
S
K
A

2011-010300-0

Recording Dist: 311 - Palmer
6/1/2011 2:19 PM Pages: 1 of 1



**AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SERENDIPITY HILLS OWNERS ASSOCIATION, INC**

PLEASE RECORD IN PALMER RECORDING DISTRICT

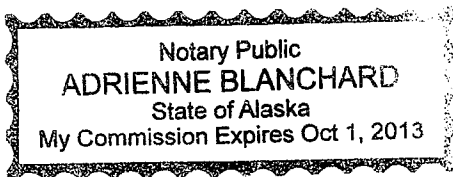
Pursuant to Part E-4 of the Protective Covenants, Conditions and Restrictions of Serendipity Hills Owners Association, Inc. of PO Box 871371, Wasilla, Alaska 99687 (recorded with Document Serial Number 2005-000910-0 on January 12, 2005), Part C-7(c) (Garage, Driveways) of the Covenants has been amended by Two-Thirds Vote of the Lot Owners. Part C-7(c) (Garage, Driveways) is amended to read as follows:

"Each dwelling shall have at least a two-car garage. All structures shall have a full-width paved driveway extending from the building or garage entrance to the street. The pavement shall be installed within one year of the completion of the home."

DATED this 1st day of June 2011.

Charlotte Brady
Charlotte Brady, Secretary

1st SUBSCRIBED AND SWORN to before the undersigned Notary Public in and for Alaska this day of June 2011.



[Signature]
Notary Public in and for Alaska
My Commission Expires: 10/1/13

After Recording, Return to:

John J. Brady, Agent
Serendipity Hills Owners Association, Inc.
PO Box 871371
Wasilla, Alaska 99687



AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR
SERENDIPITY HILLS

WF#76999-14-12-16

WHEREAS, certain Covenants, Conditions and Restrictions were recorded January 12, 2005, Serial No. 2005-000910-0 affecting Serendipity Hills, according to Plat No. 2005-6, recorded in the Palmer Recording District, Third Judicial District, State of Alaska; and

WHEREAS, pursuant to Section E-4, of said Covenants, Conditions and Restrictions an affirmative vote of the Lot Owners representing a minimum of two-thirds (2/3) of the lots of Serendipity Hills; and

WHEREAS, said Lot Owners desire to amend Section C-1 (Single Family Residential Purposes) to be compliant with the Federal Fair Housing Act.

NOW, THEREFORE, the Lot Owners hereby set forth the following amendment:

Part C. Property Restrictions, Single Family Residences, Paragraph C-1 shall be replaced in its totality as follows: Temporary buildings may not be placed on any lot for any purpose. No daycare facilities, commercial activities or natural resource extraction shall be allowed on any lot. Lots may be used for construction and maintenance of a single-principle structure to be used only as a single-family residence.

EXCEPT as provided hereinabove, all of the provisions of the Covenants, Conditions and Restrictions shall remain in full force and effect.

Dated this 10th day of December, 2014.

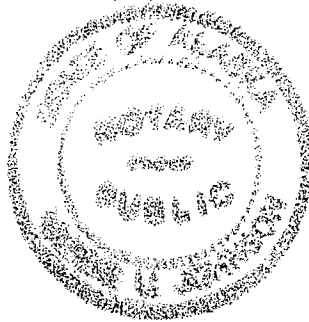
SERENDIPITY HILLS OWNERS ASSOCIATION:

Thomas Oels, President

Amanda Coates, Secretary

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 10th day of December, 2014 by Thomas Oels, as President of Serendipity Hills Owners Association, and Amanda Coates, as Secretary of Serendipity Hills Owners Association.



[Handwritten signature]

Notary Public in and for Alaska
My Commission Expires: 3-3-2016

After Recording return to:
Serendipity Hills Owners Assn
P.O. Box 871371
Wasilla, AK 99687-1371

This document is being recorded by Stewart Title Company as an accommodation only. It has not been examined as to its effect, if any on the title of the estate herein.