

# Victoria Estates Homeowners' Association, Inc.

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## **2026 ELECTION BALLOT**

Only one (1) Ballot allowed per lot owned\*

### **VEHOA Member Verification – (required):**

Member's signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(digital signatures are not acceptable)*

Member's name printed clearly: \_\_\_\_\_

Physical address of Victoria Estates property owned: \_\_\_\_\_

### **VOTING INSTRUCTIONS:**

Place a check mark (✓) next to each candidate or item you wish to elect or accept.

☐ **Fred Garza** – Mr. Garza has been a resident of VEHOA for 21 years. He is a Logistician by profession and a retired veteran of the US Army. He has served on the VEHOA board for 8 years. He is also on several non-profit boards in the Wasilla community. The water system and its operation are his main interests for serving.

☐ **Helen Cole** – Mrs. Cole has live in VEHOA for over 34 years. She is a retired educator and has worked for the US Government in the National Park Service and Department of Homeland Security. She and her husband have worked diligently to improve and maintain our great water system. She has served on the VEHOA board for 13 years as well as on numerous state and federal non-profit and education boards. Her primary reason to serve is to insure the quality operations of our water system for all VEHOA homes.

☐ **Justin Pralle** – Mr. Pralle has lived in VEHOA for 26 years and served on the VEHOA Board for 11 years. He was a member of the Architectural Committee during the expansion phase of the 2000s, and has served the community by inspecting water connections and curb stops, clearing brush, gathering information for and reviewing bids for VEHOA work, processing information for the LSLI, collecting water samples, and other tasks.

☐ **John Hecht** – Mr. Hecht has been a resident of VEHOA for 33 years, and served on the VEHOA board for more than 20 years. He retired from the State of Alaska after a career as a heavy equipment mechanic, and spent 5 years as a marine mechanic on the North Slope. He owned and operated a business in Wasilla for 20 years. He has been supporting our water system since moving here.

☐ **Mike Murphy** – Mr. Murphy has lived in VEHOA for 31 years. He is a roofing consultant and a small business owner. He has been Victoria Estates' primary Water Operator since 2019. The Water System is his primary reason for serving on the board of directors.

☐ **Michael Soper** – Mr. Soper has lived in VEHOA for a year and a half. While he does not have water system experience, he does have regulatory experience from his employment at Alyeska Pipeline and the State of Alaska. He has served as an officer on a non-profit board for the Alaska State Taekwondo Association.

☐ \_\_\_\_\_ (write-in candidate)

☐ **Adopt the “Third Amended Covenants, Conditions, and Restrictions (CC&Rs)**  
(See the entire amendment CCRs document attached)

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**After completing your VEHOA Election Ballot:**

**Drop your completed Ballot into the Ballot Box at the VEHOA Annual Membership Meeting on January 15, 2026.**

**OR**

**Return your completed Ballot to VEHOA at one of the addresses in this ballot header.** (Mailed or emailed Ballots must be received by **January 14, 2026**, in order to be counted)

\* VEHOA Bylaws: Article IV. Board of Directors, Section 3. Number, Tenure, and Qualifications

\*\* VEHOA Bylaws: Article II., Membership Rights, Section 3. Voting Rights

# **Third Amended Covenants, Conditions, & Restrictions Victoria Estates Homeowners' Association, Inc. Phases I, II, III, and Tract A**

**These amended Covenants, Conditions, and Restrictions (CC&Rs) nullify and replace all previous CC&Rs.**

## **RESTRICTIONS ON REAL PROPERTY**

Victoria Estates Homeowners' Association, Inc., a Common Interest Homeowners' Association subdivision is located in the Matanuska-Susitna Borough of the state of Alaska. Known as: the Northwest 1/4 of Section 34, Township 17 North; Range 2 West; Seward Meridian; Alaska.

More specifically known as the following properties:

- Lot 1 (one) through Lot 10 (ten) inclusive Block 1 (one);
- Lot 1 (one) through Lot 38 (thirty-eight) inclusive Block 2 (two);
- Lot 1 (one) through Lot 36 (thirty-six) inclusive Block 3 (three);
- Lot 1 (one) through Lot 25 (twenty-five) inclusive Block 4 (four);
- Lot 1 (one) through Lot 28 (twenty-eight) inclusive Block 5 (five);
- Lot 1 (one) through Lot 23 (twenty-three) inclusive, Block 6 (six);
- Lot 1 (one) through Lot 28 (twenty-eight) inclusive Block 7 (seven);
- Lot 1 (one) through Lot 17 (seventeen) inclusive Block 8 (eight);
- Lot 1 (one) through Lot 14 (fourteen) inclusive Block 9 (nine);
- Tract A.

## **LAND USE and BUILDING TYPE**

No Lot shall be used except for residential purposes. Professional and administrative occupations may be carried out within any single residence so long as there is no external evidence thereof and no business traffic related to that business. Property owners are responsible for their tenants' compliance to all Victoria Estates governance regulations at all times. Tract A shall be set aside as a secure Source Water Protection Zone for the Victoria Estate's Public Water System. No further development shall exist or be permitted on Tract A except for approved Victoria Estates Common Interest activities.

## **ARCHITECTURAL CONTROL**

No building shall be erected, placed, or altered on any Lot until the construction plans, specifications and plot plan are approved by a majority of the Architectural Control Committee, as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finish grade elevation. The Architectural Control Committee shall consist of Homeowners' Association Board of Directors.

## **DWELLING QUALITY and SIZE**

Dwellings shall be of a quality of workmanship and materials that enhance the Subdivision. The living area square footage of the main structure, exclusive of carports, porches, or garages, shall be not less than nine-hundred square feet (900 ft.<sup>2</sup>). No dwelling exterior will be left unfinished. Finished siding shall be installed prior to occupancy. The exterior of all buildings shall be finished within twelve (12)

months from beginning of construction. No manufactured mobile homes, trailers, buses, campers, tents, or temporary structures of any type shall be used as a place of residence.

## **BUILDING LOCATION**

No building shall be located on any Lot nearer to the front line than thirty feet (30ft), nor nearer to the side line than ten feet (10 ft.), nor nearer to the rear lot line than ten feet (10 ft.).

## **TREES**

No owner shall be permitted to totally clear a Lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction, view, and fire safety. Trees may be thinned or grouped so long as maximum natural beauty is retained.

## **SEWAGE SYSTEMS**

All sewage disposal systems shall meet “private residence” standard for Installation [18 AAC 72.990(89)] meaning a single residential Lot that is developed as a primary habitation for not more than two families and has a total maximum design flow on the Lot of not more than 1,500 gpd of domestic wastewater. Each private residential septic system within Victoria Estates must be installed and inspected by a certified installer and recorded with the State of Alaska Department of Environmental Conservation (ADEC).

## **EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as designated on Victoria Estates recorded plats.

## **REFUSE**

Refuse will be kept in sanitary, covered containers and will be disposed of on a regular basis.

## **NUISANCE**

No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. No business of any nature shall be permitted upon any residential Lot except as stated in the “Land Use” section of this document.

## **ANIMALS**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except the dogs, cats or other normal household pets, provided they are not kept, bred, or maintained for commercial purposes, and provided that no more than two dogs or cats may be maintained per dwelling. All animals shall be restrained as necessary to prevent becoming a nuisance or danger to neighbors or neighbors’ animals.

## **TEMPORARY STRUCTURES**

No structure of a temporary nature; trailer, bus, camper, tent, shack, Quonset hut, sheds, storage building, or any other type of temporary structures, will be used on any Lot at any time as a residence longer than twenty-one (21) days per calendar year. All temporary structures shall be subject to all of Victoria Estates Lot line setbacks and subject to all CC&Rs regulations.

## **INOPERABLE VEHICLES**

No inoperable vehicles shall be parked or maintained upon any Lot, easement, or adjacent to any Lot. Inoperable vehicles are not permitted in Victoria Estate Subdivision.

## **HOMEOWNERS' ASSOCIATION**

### **A. ASSOCIATION MEMBERSHIP**

Every owner of a Lot in the Victoria Estate Subdivision shall automatically become a member of the Homeowners' Association immediately upon obtaining title to one or more Lots in the Subdivision. There shall be one owner/member per Lot.

### **B. VOTING**

Every member of the Homeowners' Association shall have one vote per owned Lot in all association and association corporation activities. If the title to one or more Lots is held by multiple owners, they shall jointly have one vote per Lot.

### **C. DUTIES**

The Homeowners' Association shall assume responsibility for maintaining and operating the Subdivision's Public Water System; mailboxes; architectural control; and establishing and collecting assessments for the financing thereof, until control of each Common Interest responsibility is assumed by a governmental entity, at which time the Association shall terminate and be dissolved.

## **ASSESSMENTS**

### **A. ANNUAL ASSESSMENTS**

The Homeowners' Association Board of Directors shall set annual assessments to be paid by the owners of Lots on which dwellings have been constructed or placed. Annual assessments shall be set at a uniform rate for all Lots on which a dwelling has been constructed or placed. Annual assessments will become due each year on January tenth (Jan. 10<sup>th</sup>) and will be delinquent if not paid in full within thirty (30) days. The annual assessment period shall be from January 1 through December 31 each year. Each annual assessment shall be established by the annual budgetary needs to operate, maintain, and set aside reserves for the Victoria Estates Public Water System and all other Victoria Estates Homeowners' Association Common Interest corporation expenses.

### **B. SPECIAL ASSESSMENTS**

The Homeowners' Association Board of Directors shall set special assessments to be paid by the owners of Lots on which dwellings have been constructed or placed. Special assessments will be based on special, emergency, or capital improvement needs and shall be voted on and passed by a majority vote of the Board of Directors. Individual Special Assessments will be levied against any individual Lot when Victoria Estates is required to use HOA funds to address an issue on that individual property.

### **C. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

The Lot owners for each Lot within the Victoria Estates' subdivision are deemed to covenant and agree to personally pay the Association:

- (1) Annual assessments, charges, or fees;

- (2) Special assessments for emergencies and capital improvements;
- (3) Individual Lot special assessments.

Such assessments are to be established and collected by the Homeowners' Association Board of Directors. Any unpaid assessment shall constitute a Lien against the owners' Lots in the Subdivision.

#### **D. CONVEYANCE AND SUBORDINATION**

The Association shall have the power to assess fees to all Lot owners to achieve the objectives of the Homeowners' Association. Any Lien of the assessments provided for herein shall be subordinate to assessments, provided sale or transfer of any Lot shall not affect the assessment Lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall not extinguish the Lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the Lien thereof.

#### **E. ANNUAL ASSESSMENTS**

The fiscal year for annual assessments shall be from January first (Jan. 1<sup>st</sup>) to December thirty-first (Dec. 31<sup>st</sup>) each year.

#### **F. UNIFORM RATE OF ASSESSMENT**

Annual assessments must be fixed at a uniform rate for all Lots on which a dwelling has been constructed or placed and may be collected on an annual basis by the Association.

#### **G. NOTICE**

Written notice of the annual assessment shall be sent to every property owner subject thereto. The association shall, upon request 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. The association shall, upon request and for a reasonable charge, furnish Resale Certificates in compliance with Alaska Statutes (AS 34.08.590. Resales of Units) for all sales and transfers of properties within Victoria Estates Homeowners' Association subdivision. For Common Interest purposes, Buyer's contact information will be required before a request for a Resale Certificate can be processed.

#### **H. EFFECT OF NONPAYMENT ASSESSMENTS: REMEDIES OF THE ASSOCIATION**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate established by the Board of Directors. The Association may bring an action of law against the property owner personally obligated to pay the same, or foreclose the Lien against the property. No owner may waive or otherwise escape liability of the assessments provided herein by non-use of any of the Common Interest areas, services, or abandonment of his/her Lot.

#### **I. UTILITIES**

Should relocation of any utilities become necessary, the cost of this relocation shall be borne by all Lot owners in proportion to their votes in the Association.

## **WATER SYSTEM MAINTENANCE**

### **A. DUTIES**

All Lot owners shall be responsible for maintaining the water system within the Subdivision, until such time as said water system is operated and maintained by the sovereignty having jurisdiction and responsibility for that service. Owners of Lots on which dwellings have been constructed or placed shall contribute, in proportion to their votes in the Association, to the cost of operating and maintaining the Victoria Estates Public Water System, including snow removal, repair, thawing of the water system, and replacement of any mechanical or electrical deficiencies associated with the well. The Board of Directors shall implement the actions contained herein. All Lot owners who have a water service connection to Victoria Estates Public Water System or have a water valve key box located on their Lot shall comply with all portions of the Victoria Estates Water Ordinance.

### **B. WATER CONNECTION**

All structures should be equipped with an in-line pressure reducing valve in order to avoid excess line pressure within the structure. Pressure reducing valves should be capable of operation with an inlet pressure of between forty pounds per square inch (40 psi) and one-hundred pounds per square inch (100 psi) and a discharge pressure between forty pounds per square inch (40 psi) and fifty pounds per square inch (50 psi). Each structure should have installed a back flow device so water will not flow back from their structure into the public water system in times of low water pressure.

## **TERM AND AMENDMENT**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years (35 yrs.), unless an instrument signed by a majority of the Victoria Estates Homeowners' Association members is recorded, agreeing to change said conditions, covenants, and restrictions in whole or in part. Thereafter these conditions, covenants, and restrictions shall be extended for ten-year (10 yrs.) periods with the approval of all concerned.

## **WAIVER**

The failure by any Lot owner, the Victoria Estates Board of Directors, or the Architectural Committee to enforce any restriction and covenant herein contained shall, in no event, be deemed as 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 of action against the Victoria Estates Board of Directors, or the Architectural Committee.

## **ENFORCEMENT**

Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either by restrain violation or to recover damages.

## **SEVERABILITY**

Invalidation of any of one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.